


820794  
2852 workers  
x 9/05

**MEMORANDUM**

**TO:** Ira C. Clark  
President  
Public Health Trust

**FROM:** Danny L. Curry   
Assistant Director  
HR Division

**DATE:** April, 2003

**SUBJECT:** **COLLECTIVE BARGAINING AGREEMENT BETWEEN MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST, AND REGISTERED NURSES/SEIU, LOCAL 1991 (APPROXIMATELY 2852 EMPLOYEES)**

---

This memorandum summarizes the highlights of the Registered Nurses, SEIU, Collective Bargaining Agreement. The agreement was ratified by the Registered Nurses on April 9, 2003.

I recommend approval of this contract.

Term of Agreement: Three (3) year contract for the period of October 1, 2002 through September 30, 2005.

**WAGES**

**First Year 2002-2003**

Effective the beginning of the first pay period in July, 2003, all employees in bargaining unit classifications, excluding On-Call Pool Nurses, shall receive a four percent (4%) wage increase.

**Second Year 2003-2004**

Effective the beginning of the first pay period in July, 2004, all employees in bargaining unit classifications, excluding On-Call Pool Nurses, shall receive a four percent (4%) wage increase.

### **Third Year 2004-2005**

Effective the beginning of the first pay period in July, 2005, all employees in bargaining unit classifications, excluding On-Call Pool Nurses, shall receive a three percent (3%) wage increase.

### **BONUS**

Nurses in classifications other than Clinical Staff Nurse, Clinical Staff Nurse/Corrections Health Services, Nurse Educator, Nurse Educator/Corrections Health Services, Associate Nurse Manager and Nurse Manager, with the exception of Certified Nurse Midwives and Advanced Registered Nurse Practitioners, will receive a one time \$650 bonus the week of October 15, 2003, \$1,300 the week of October 15, 2004, and \$1,300 the week of August 15, 2005. Certified Nurse Midwives and Advanced Registered Nurse Practitioners at Steps 1-5 will receive these bonuses providing the nurse is in these classifications as of May 1, 2003.

Effective August, 2005, Clinical Staff Nurse's who are at step 6 of the range as of October 11, 2003 will receive a one time \$1,500 bonus providing the nurse is still in the Clinical Staff Nurse classification.

### **CHANGES IN NURSING STRUCTURE AND SELECTIVE SALARY INCREASES**

Effective October 12, 2003, the nursing titles of Nurse 1, Nurse 2, Nurse 3, Nurse 4, Associate Head Nurse and Head Nurse will be eliminated.

Effective October 12, 2003, the new classifications of Clinical Staff Nurse and Clinical Staff Nurse/Corrections Health Services will be created with a 15 step pay range and include varying time periods between steps. Steps 1-2 [6 months]; Steps 2-8 [12 months]; Steps 8-10 [18 months]; Steps 10-13 [36 months]; Steps 13-15 [48 months] New pay ranges.

Effective October 12, 2003, the new classifications of Associate Nurse Manager and Nurse Educator will be created with a 13 step pay range. Max of Range Step 11-48 months to L-1 and L-2 – New pay ranges.

Effective October 12, 2003, the new classification of Nurse Educator/Corrections Health Services will be created with an 8 step pay range. Max of Range Step 6 – 48 months to L-1 and L-2 – New pay range.

Effective October 12, 2003, the new classification of Nurse Manager will be created with 8 step pay range. Max of Range Step 6 – 48 months to L-1 and L-2. New pay range.

Effective October 12, 2003, Long Term Care Managers will be placed in the Nurse Manager new classification and pay range.

Effective October 12, 2003, Clinical Staff Nurses, Clinical Staff Nurse/Corrections Health Services, Nurse Educators, Nurse Educators/Corrections Health Services, Associate Nurse Managers and Nurse Managers will be placed in their new ranges at the rate equal to or greater than their current rate. These nurses will receive a step increase on their pay anniversary date, providing the increase will not place them above longevity step 2 or the end of the range for the classification.

Effective October 12, 2003, \$.25¢ an hour will be added to Steps 6, 7 and 8 of the Certified Nurse Midwife pay range.

Effective October 12, 2003, Advanced Registered Nurse Practitioners and Certified Nurse Midwives at Steps 6, 7 and 8 will receive a one step increase.

Effective October 12, 2003, the new classifications for previous Nurse 3's and Nurse 4's are as follows:

- Clinical Care Coordinator [Nurse 3 Pay Range]
- Clinical Nurse Specialist [Nurse 4 Pay Range]
- Clinical Research Coordinator [Nurse 4 Pay Range]
- Clinical Service Coordinator [Nurse 4 Pay Range]
- Enterostomal Therapist [Nurse 3 Pay Range]
- Enterostomal Therapist Coordinator [Nurse 4 Pay Range]
- Nurse Educator [New Pay Range]
- Nurse Recruiter [Nurse 3 Pay Range]
- Quality Management Education Coordinator [Nurse 4 Pay Range]
- Trauma Coordinator [Nurse 4 Pay Range]
- Neonatal Pediatric Transport Coordinator (Nurse 3) will be reclassified as a Nurse Educator and placed in the new pay range.

### **SPECIAL WAGE SUPPLEMENTS**

Effective October 12, 2003, the shift differential will increase from \$3.64 an hour to \$4.00 per hour.

Effective October 12, 2003, the weekend differential will increase from \$2.00 an hour to \$2.25 an hour.

Effective October 12, 2003, the main campus differential will increase from \$.50¢ an hour to \$.75¢ an hour.

Effective October 12, 2003, charge pay will increase from \$1.00 per hour to \$1.25 per hour (minimum of four continuous hours).

Effective October 12, 2003, a preceptor pay will be created at \$1.00 per hour (minimum of four continuous hours).

Effective October 12, 2003, the Neonatal Pediatric Transport Coordinator (Nurse 3) will receive a one step increase.

Effective the third pay period following ratification, nurses on the Neonatal Pediatric Transport Team will receive a one step increase.

Effective October 12, 2003, the Associate Head Nurse, Advanced Registered Nurse Practitioner and Head Nurse working in Ward D will receive a one step increase. Nurse 1's and 2's in Ward D will be placed in the Clinical Staff Nurse/Corrections Health Services new pay range using the promotion formula.

#### **GROUP INSURANCE**

Effective January 5, 2003, the annual contribution to the Flexible Benefits Plan will increase from \$400 to \$600.

Effective January 4, 2004, the annual contribution to the Flexible Benefits Plan will increase to \$800.

Effective January 2, 2005, the annual contribution to the Flexible Benefits Plan will increase to \$1,000.

The contract represents a fair and equitable Agreement with the bargaining unit and is the product of good faith negotiations between the parties. It recognizes the services provided by these public servants by addressing their economic concerns while ensuring the continued delivery of quality services to the public in a fiscally responsible manner.



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**MIAMI-DADE COUNTY, FLORIDA**

**THE PUBLIC HEALTH TRUST**

**AND**

**LOCAL 1991**

**THE SERVICE EMPLOYEES INTERNATIONAL UNION**

**AFL-CIO**

**(NURSES BARGAINING UNIT)**

**OCTOBER 1, 2002 – SEPTEMBER 30, 2005**



## TABLE OF CONTENTS

<u>ARTICLE #</u>	<u>TITLE</u>	<u>PAGE</u>
ARTICLE I	PREAMBLE .....	1
ARTICLE II	PURPOSE .....	1
ARTICLE III	RECOGNITION .....	1
Section 1.	Recognition .....	1
Section 2.	Probationary and On-Call Pool Employees .....	1
ARTICLE IV	UNION-MANAGEMENT COOPERATION .....	2
Section 1.	Union Management Cooperation .....	2
Section 2.	Employee Management Conference Committee .....	2
Section 3.	Membership .....	3
Section 4.	Dues Deduction .....	3
Section 5.	Non-Discrimination .....	3
Section 6.	Bulletin Boards .....	4
Section 7.	Copies of Documents .....	4
Section 8.	New Employee Orientation .....	4
ARTICLE V	NOTIFICATION, CONSULTATIONS AND NEGOTIATIONS .....	4
Section 1.	Prevailing Benefits Clause .....	4
Section 2.	Notification, Consultations and Negotiations .....	4
ARTICLE VI	UNION REPRESENTATION .....	5
Section 1.	Union Representatives .....	5
Section 2.	Grievance Representation .....	5
Section 3.	Released Time .....	5
Section 4.	Adjustment of Grievance .....	5
ARTICLE VII	GRIEVANCE PROCEDURE .....	6
Section 1.	Resolution of Grievances .....	6
Section 2.	Definition .....	6
Section 3.	Procedure .....	6
Section 4.	Amended Procedure for Certain Grievances .....	7
Section 5.	Class Grievances .....	7
Section 6.	Time Limits .....	7
Section 7.	Employee Obligation .....	7
Section 8.	Employer Responses .....	7
Section 9.	Exclusions .....	8
ARTICLE VIII	ARBITRATION .....	8
ARTICLE IX	DISCIPLINARY ACTION .....	8
Section 1.	Just Cause .....	8

Section 2.	Procedure .....	9
Section 3.	Reprimands .....	9
Section 4.	Hearing Pursuant to the Hearing Examiner System .....	10
Section 5.	Grievance Procedure .....	10
<b>ARTICLE X</b>	<b>HOURS OF WORK AND OVERTIME .....</b>	<b>11</b>
Section 1.	Work Hours .....	11
Section 2.	Overtime .....	11
Section 3.	Work Week .....	12
Section 4.	Time Schedules .....	12
Section 5.	Hours of Work and Overtime .....	12
Section 6.	Alternative Schedules .....	13
Section 7.	Rotating Shifts .....	13
Section 8.	Consecutive Shifts .....	13
Section 9.	Flexible Hours for Higher Degree Education .....	13
Section 10.	Public Holidays .....	14
<b>ARTICLE XI</b>	<b>SALARIES .....</b>	<b>14</b>
Section 1.	Pay Day .....	14
Section 2.	Salary Increases .....	14
Section 3.	Step Increases .....	16
Section 4.	Shift Differential and Weekend Differential.....	18
Section 5.	Main-Campus In-Patient Differential .....	18
Section 6.	On-Call Pay .....	19
Section 7.	Call-In Pay .....	19
Section 8.	Uniform Allowance .....	19
Section 9.	On-Call Pool Nurse Rates.....	19
<b>ARTICLE XII</b>	<b>PAID EDUCATIONAL LEAVE .....</b>	<b>20</b>
Section 1.	Eligibility Criteria .....	20
Section 2.	Clinical Certification .....	20
Section 3.	Financial Aid .....	21
Section 4.	Staff Development Programs .....	21
Section 5.	In-Service and Career Development Program .....	21
<b>ARTICLE XIII</b>	<b>VACATION AND LEAVE .....</b>	<b>21</b>
Section 1.	Personal Leave Day Program .....	21
Section 2.	Extended Illness Leave Program ..	24
Section 3.	Vacation Requests.....	26
Section 4.	Leave Without Pay.....	27
Section 5.	Funeral Leave .....	27
Section 6.	Military Leave .....	28
Section 7.	Voting .....	28
Section 8.	Jury Duty .....	28

Section 9.	Administrative Leave .....	28
Section 10.	Leaves for Union Business .....	28
<b>ARTICLE XIV</b>	<b>FULL-TIME WEEKEND SHIFTS .....</b>	<b>29</b>
<b>ARTICLE XV</b>	<b>EMPLOYMENT PRACTICES .....</b>	<b>31</b>
Section 1.	Probationary Periods .....	31
Section 2.	Rest Periods, Meals and Lounge Areas .....	31
Section 3.	Work in Higher Classification.....	31
Section 4.	Classification Appeal .....	31
Section 5.	Employee's File .....	32
Section 6.	Evaluation of Work Performance....	32
Section 7.	Promotions .....	33
Section 8.	Longevity Bonus .....	34
Section 9.	Educational Bonus .....	35
Section 10.	Reference Books and Periodicals ..	35
Section 11.	Parking Facilities.....	35
Section 12.	New Equipment and Procedures .....	35
Section 13.	Drug Discount .....	35
Section 14.	Tuition Reimbursement.....	35
Section 15.	Job Specification Language .....	35
Section 16.	Rubella and Hepatitis-B Vaccine ..	37
Section 17.	Injuries, Rehabilitation and Reorientation .....	37
Section 18.	Child Care/Elderly Care .....	37
Section 19.	Scope of Nursing Practice .....	37
<b>ARTICLE XVI</b>	<b>VACANCIES, TRANSFERS, REASSIGNMENTS, UNIT MERGERS AND FILLING VACANCIES.</b>	<b>37</b>
Section 1.	Shift Transfers, Posting, and Filling of Vacancies and Reassignments ...	37
Section 2.	Unit Mergers .....	38
<b>ARTICLE XVII</b>	<b>ORIENTATION AND CROSS TRAINING ...</b>	<b>39</b>
Section 1.	Orientation .....	39
Section 2.	Cross-training .....	39
<b>ARTICLE XVIII</b>	<b>LAYOFFS, RECALL &amp; REEMPLOYMENT RIGHTS .....</b>	<b>40</b>
Section 1.	Procedure .....	40
Section 2.	Recall .....	42
<b>ARTICLE XIX</b>	<b>CONTRACTING OUT .....</b>	<b>42</b>
<b>ARTICLE XX</b>	<b>REEDUCATION &amp; SKILLS ENHANCEMENT PROGRAM .....</b>	<b>42</b>
<b>ARTICLE XXI</b>	<b>GROUP INSURANCE .....</b>	<b>43</b>
<b>ARTICLE XXII</b>	<b>NURSING REPRESENTATION ON COMMITTEES .....</b>	<b>44</b>

ARTICLE XXIII	SAFETY AND HEALTH .....	45
Section 1.	General Recognition .....	45
Section 2.	Joint Health and Safety Committee.	45
Section 3.	New Practices and Procedures .....	46
Section 4.	Protection from Respiratory Hazards and Infectious Diseases ..	46
Section 5.	On the Job Assault .....	47
Section 6.	Security .....	47
ARTICLE XXIV	QUALITY NURSING AND CAREER DEVELOPMENT COMMITTEE .....	47
Section 1.	Establishment .....	47
Section 2.	Purpose .....	47
Section 3.	Matters Eliminated from Discussion .....	47
Section 4.	Make-up of the Committee .....	48
Section 5.	Meetings and Agenda .....	48
Section 6.	Recommendations .....	48
ARTICLE XXV	MANAGEMENT RIGHTS AND SCOPE OF THIS AGREEMENT .....	48
ARTICLE XXVI	TOXICOLOGY AND ALCOHOL TESTING ...	49
ARTICLE XXVII	PHYSICAL AND PSYCHOLOGICAL IMPAIRMENTS .....	50
ARTICLE XXVIII	ASSIGNABILITY OF CONTRACT .....	51
ARTICLE XXIX	MISCELLANEOUS .....	51
ARTICLE XXX	STRIKES AND LOCKOUTS .....	51
ARTICLE XXXI	TERM OF AGREEMENT .....	51
APPENDIX A	CLASSIFICATIONS	
APPENDIX B	HOURS OF WORK AND OVERTIME	
APPENDIX C	UNIT IDENTIFIED EXCLUDE FROM IN-PATIENT UNIT DIFFERENTIAL	
APPENDIX D	REASSIGNMENT PROCEDURE	
APPENDIX E	ARTICLE XXVIII LAYOFFS, RECALL AND REEMPLOYMENT RIGHTS LISTS	
APPENDIX F	UNION-SPONSORED INSURANCE PLAN	

## ARTICLE I - PREAMBLE

This Agreement is entered into on \_\_\_\_\_ by and between the Public Health Trust (PHT) and Miami-Dade County, Florida (County), hereinafter referred to as the Employer, and Local 1991, Service Employees International Union, AFL-CIO, hereinafter referred to as the Union, for the period October 1, 2002 through September 30, 2005, subject to ratification by the Union membership and approval by the Public Health Trust and the Board of County Commissioners of Miami-Dade County, Florida.

## ARTICLE II - PURPOSE

It is the purpose of this Agreement to promote and expand harmonious relationships between the Employer and the Employees represented by the Union; to provide, where not inconsistent with the Constitution, Charter, Statute, Ordinance or Personnel Rules, for the salary structure, fringe benefits and employment conditions of the employees covered by this agreement. Both parties agree that they share the responsibility to provide uninterrupted nursing care to patients and citizens of Miami-Dade County.

In addition to standards of performance adopted by the Public Health Trust, including, but not limited to, appropriate audit methodologies, the Employer recognizes its obligations under the Nurse Practice Act of Florida and the Standards for Nursing Service as developed by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and the New Standards for Performance Improvement. The Employer also agrees to give consideration to the Code for Nurses as adopted by the American Nurses' Association in the development of standards of performance.

Upon ratification and approval, the provisions of this Agreement will supersede Personnel Rules or Administrative Orders and/or other rules and regulations in conflict herewith. The Employer retains the right to establish through Administrative Order or Personnel Rules practices or procedures which do not violate the provisions of this contract.

## ARTICLE III - RECOGNITION

### Section 1. Recognition

The Employer recognizes the Union as the exclusive bargaining representative for all full-time employees, regularly employed part-time non-casual **employees and on call pool employees who average 20 or more hours weekly** employed by the Employer in the classifications of Nurse I, II, III, IV, Administrative Nurse I, Corrections Health Nurse I and II; Associate Head Nurse, Head Nurse, Long Term Care Nurse Manager, Nurse Midwife, Nurse Anesthetist, Nurse Practitioner and all other classifications, in which the duties can only be performed by a Registered Nurse, as presently exist or as may be from time to time established by the Employer excluding Clinical Nursing Supervisors, Supervisors, Assistant Directors, Directors of Nursing, and all other employees of the Trust. **Effective October 12, 2003, the above named bargaining unit classifications will be as identified in Appendix A.**

### Section 2. Probationary and On-call Pool Employees

Probationary, non-permanent employees **and on-call pool employees** shall continue to be governed in all respects by the Code of Miami-Dade County, Florida. Personnel Rules, Pay Plan,

and all other regulations in effect prior to the execution of this Agreement, and there shall be no change in any of the wages, benefits, hours or terms and conditions of employment of such employees except as a result of this Agreement.

Within the meaning of the above paragraph, the following provisions only shall not apply to probationary employees: Article IX, Sections 1, 2(D), 3, 4 and 5 and Article XV, Section 6(E). **Only the following provisions apply to on call pool employees: Articles I; II; III; IV, Sections 1, 2, 3, 4, 5, 6, 7 and 8; V; VI; XI, Section 9; XIII, Section 6, 7 and 8; XV, Section 2, 5, 6 (A, B, C, D, H), 10, 11, 12, 13, 15, 16, 17, 18 and 19; XVII, Section 1 (A and B) and 2 (A); XIX; XXII; XXIII, Section 1, 2, 3, 4, 5 and 6; XXIV; XXV; XXVI; XXVII; XXVIII; XXIX; XXX and XXXI. Articles VII and VIII shall only apply to alleged contract violations.**

#### **ARTICLE IV - UNION-MANAGEMENT COOPERATION**

##### **Section 1. Union-Management Cooperation**

It is recognized that regular meetings between the Employer and the Union are desirable in order to deal with matters of mutual concern as they arise and to improve employee-management cooperation.

##### **Section 2. Employee-Management Conference Committee**

- A. The Employer's management, jointly with the elected representatives of the Union, shall establish a Conference Committee to assist in solving mutual personnel and other employee-management problems not involving grievances or matters within jurisdiction of any other Labor Management Committees.
- B. The purpose of the Committee is to foster improved relations between the Employer and the Union.
- C. The Committee shall be on a permanent basis and shall consist of four (4) representatives of management and four (4) representatives of the Union. Persons serving on this committee should be at a level to represent the parties' interests.
- D. This Committee will meet monthly. Each party will submit an agenda of topics to be discussed at least five (5) calendar days prior to the scheduled meeting. Only subjects appearing on the agenda will be discussed unless business of an emergency nature is added by mutual consent.
- E. Within the authority of the representatives, both parties will make every effort to implement any agreement or plan which results from these meetings. If unable to implement, the representatives will make appropriate recommendations.
- F. It is the objective of the Employer to pay salaries that are competitive in the local area. To this end, salaries will be discussed by this Committee whenever requested by either party.



### **Section 3.**

#### **Membership**

- A. Quarterly, the Employer will provide the Union with a printout and/or disk of the job title, department, unit and salaries of all employees in the bargaining unit. With written authorization from the employee, the Employer shall provide addresses and phone numbers. The Employer will provide the Union with access to the files maintained in the Personnel Office from which the Union may obtain information concerning the name, title, classification, step and salary of every member of the bargaining unit. In addition, the Employer will furnish the Union with a monthly list of all terminated and newly hired employees in the represented bargaining unit.
- B. The Union will have 4000 copies of this agreement printed and the Employer will reimburse the Union for 50% of mutually agreed upon cost. The Union will provide the Employer with five hundred (500) copies. The Union will distribute copies of this Agreement to all employees in the bargaining units.

### **Section 4.**

#### **Dues Deduction**

- A. Upon receipt of a properly executed written authorization from an employee, the Employer agrees to deduct the regular Union dues of such employees from their biweekly pay and remit the same to the Union within fourteen (14) calendar days from the date of the deduction. The Union will notify the Employer, in writing, thirty (30) days prior to any change in the regular Union dues deduction as provided by law. Any employee may revoke the Union dues deduction as provided by law.
- B. Upon receipt of a properly executed written authorization from an employee, the Employer agrees to deduct COPE contributions from an employee's biweekly pay in the amount designated by the employee and remit the same to the Union within fourteen (14) calendar days from the date of deduction. The Union will notify the Employer, in writing, thirty (30) days prior to any change in the regular COPE dues deduction as provided by law. Any employee may revoke the COPE dues deduction upon written authorization.
- C. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this section.

### **Section 5.**

#### **Non-Discrimination**

There shall be no discrimination against any employee by the Employer or the Union because of race, color, sex, creed, national origin, age, marital status, disability, sexual orientation, political affiliation or Union membership or activity covered or described under this Agreement. There shall be no discrimination shown between equally qualified employees in work assignments, training, transfers, evaluations, promotions, layoff and recall, education and tuition assistance.

All employees covered by this Agreement shall be protected in the exercise of the right to join and assist the Union, or to refrain from such activity; to designate representatives for the purpose of processing grievances and to engage in other lawful activities for the purpose of collective bargaining or for the purpose of implementing any other rights provided under the Public Employees Relations Act or other pertinent laws, or the provisions of this Agreement.

**Section 6. Bulletin Boards**

The Employer agrees to provide a suitable number of bulletin boards or bulletin board space for exclusive Union use. There will be at least one (1) board per patient care unit and/or work site/area and additional others to be mutually determined.

**Section 7. Copies of Documents**

The Employer will provide the Union with a copy of all manuals, job descriptions, personnel policies and administrative rules and regulations that are applicable to the bargaining unit

**Section 8. New Employee Orientation**

The Union and the Employer shall work cooperatively to ensure that the Union representatives shall have an opportunity to address/contact new employees about the Union and to provide them with a copy of the Collective Bargaining Agreement and a list of Union officers and representatives.

**ARTICLE V - NOTIFICATION, CONSULTATIONS AND NEGOTIATIONS**

**Section 1. Prevailing Benefits Clause**

Any benefits recognized by the Employer and heretofore enjoyed by the employee, which are not specifically provided for or abridged by this Agreement, shall continue under conditions upon which they have previously been granted.

**Section 2. Notification, Consultations and Negotiations**

The Employer shall notify the Union in writing of any proposed changes in personnel policies or practices, which affect the conditions under which nurses work. Whenever possible, such written notification shall be provided the Union at least four (4) weeks in advance of the proposed implementation of the changes. If requested by the Union within ten (10) days of its receipt of such notification, the Employer will meet with the Union to discuss the proposed changes and to negotiate in good faith over the impact of such changes on unit employees.

Examples of changes which entitle the Union to such notification include but are not limited to the following: The PHT or the County merging with or acquiring other hospitals or agencies; changes in job descriptions, specifications, qualifications or evaluation system; new or changed job classifications; changes in the Employer's policies and procedures, work or disciplinary rules; changes in shift starting and quitting times; plans for opening or acquiring new units or reassignment of nursing personnel; and such committee recommendations as the Employer wishes to implement even where the Union was represented on the committee making the initial recommendations.

Nothing in this article shall diminish the right of the Employer to take action described under Article XXV, Management Rights and Scope of This Agreement.

## **ARTICLE VI - UNION REPRESENTATION**

### **Section 1. Union Representatives**

The Union has the right to select its representatives to carry out the activities permitted by this Agreement, and will furnish the Employer with a list of elected officials and unit representatives for designated purposes within thirty (30) days after the execution of this Agreement. The Union will keep such lists current.

### **Section 2. Grievance Representation**

The Employer recognizes the right of the Union to appoint not more than **thirty-nine (39)** representatives at JMH and satellite facilities for the purpose of assisting employees in the adjustment of grievances under the terms of this Agreement. In the event of an expansion of the bargaining unit above the number of employees in the unit at the execution of this Agreement, the Employer agrees that the Union shall be allowed to appoint one (1) additional representative for each sixty (60) additional bargaining unit employees.

### **Section 3. Released Time**

- A. With prior approval from the employee's supervisor, time off with pay shall be allowed to the Union representatives assigned to regular shifts to allow for participation in activities described in Articles IV, V, VI, VII, VIII, IX, XXII, XXIII and XXIV of this Agreement. Approval will not be unreasonably withheld.
- B. No nurse shall be paid for such time unless regularly scheduled to work at a time when such activities are going on; nor shall schedules be changed to allow paid time for such activities. In unusual circumstances, request for schedule changes may be submitted by Unit representatives for approval by their supervisor or schedule changes may be made by the Employer. However, in order to encourage participation of night-shift nurses in the activities detailed in Section A, night-shift nurses who spend two (2) hours or more in any day attending such activities shall be given a maximum of two (2) hours off their regular shift with pay.
- C. Up to **twenty (20)** bargaining unit members will be allowed time off with pay for contract negotiations. Up to an additional **seven (7)** bargaining unit members will be allowed time off without pay for contract negotiations. Approval will not be unreasonably withheld. The Union will make every effort to elect employees from various hospital centers.

### **Section 4. Adjustment of Grievance**

It is agreed and understood by both parties that unit representatives designated by the Union may, without loss of pay, process grievances during working hours. An employee representative, before leaving the work area to transact appropriate Union-Employer business during working hours, shall first obtain permission from the appropriate supervisor. When it is necessary to contact a nurse in another area, the representative will contact the appropriate supervisor to arrange an appointment with the concerned nurse(s). Permission will be granted by either supervisor as a matter of discretion but shall not be unreasonably withheld. The parties

recognize that time spent in such activities shall not interfere with patient needs and, if necessary, shall be conducted on the employees' own time.

Every effort will be made by the Employer to allow unit representatives to investigate grievances as rapidly as possible, preferably on the same date as the grievance becomes known, and when possible at least within twenty-four (24) hours.

## **ARTICLE VII - GRIEVANCE PROCEDURE**

### **Section 1. Resolution of Grievances**

In a mutual effort to provide harmonious working relationships between the parties to this Agreement, it is agreed to and understood by both parties that the following shall be the sole procedure for the resolution of grievances arising between the parties as to the interpretation or application of the provisions of this Agreement.

It is agreed that every effort will be made by the Union and the Employer to resolve disagreements or disputes informally and promptly prior to the initiation of the formal grievance procedure and at the first step. An employee may be assisted or represented by a representative of the Union at each step of the grievance procedure. Unless the employee requests Union representation, nothing in this section shall prevent the Employer from discussing any incident or circumstance related to any employee without the presence of a Union representative. However, the Employer agrees not to deny representation if it is requested.

### **Section 2. Definition**

A grievance shall be defined as any dispute arising from the interpretation or application of this Agreement, or arising from conditions of employment. A class grievance shall be defined as any dispute which concerns two (2) or more employees within the bargaining unit. Class grievances should name all employees and/or classifications covered in the grievance. Each written grievance, when filed, shall contain a brief statement of the facts of the violation claimed, together with the article of the contract violated and the remedy sought. All grievances shall be processed in accordance with the grievance procedure as set forth in this article.

### **Section 3. Procedure**

- A. **Step 1**  
The employee shall file a grievance, in writing, with the individual who possesses the authority to either modify the disciplinary action or to correct the contract violation within ten (10) calendar days of the occurrence or knowledge giving rise to the grievance. This person, or designee, shall meet with the grievant and the Union Representative and shall reply in writing within ten (10) calendar days after receipt of the written grievance.
- B. **Step 2**  
If the Union is not satisfied with the reply in Step 1, within ten (10) calendar days thereafter the written grievance shall be presented to this individual's Supervisor. This person, or designee, shall meet with the grievant and the Union Representative and shall reply in writing within ten (10) calendar days after receipt of the written grievance.

- C. **Step 3**  
If the Union is not satisfied with the reply in Step 2, within ten (10) calendar days thereafter the written grievance shall be presented to the Senior Vice President of Patient Care Services. This person, or designee, shall meet with the grievant and the Union Representative and shall reply in writing within ten (10) calendar days after receipt of the written grievance.
- D. Whenever possible, appropriate and unique to one division, the Union will attempt to discuss Union grievances, except those concerning disciplinary action, health and safety or Union rights, with the Division Director or designee before submitting the grievance directly at Step 3 of the grievance procedure.

#### **Section 4. Amended Procedure for Certain Grievances**

Grievances concerning disciplinary action, health and safety or Union rights, together with all class grievances, shall be submitted in writing directly at Step 3 of the grievance procedure.

#### **Section 5. Class Grievances**

In order to minimize the disruption to patient care in the case of class grievances, no more than two (2) employees per shift, per unit, plus a Union representative, shall be released from work for grievance meetings.

#### **Section 6. Time Limits**

Failure to observe the time limits for submission of any grievance at any step will automatically result in the grievance being considered abandoned. Failure to meet or to respond to a grievance within the prescribed time limit will automatically move the grievance to the next step.

Extensions of time limits shall only be by mutual agreement in writing between the parties to this Agreement, except that either party shall be permitted one (1) extension of time per grievance as a matter of right not to exceed fifteen (15) days, providing that the other party is notified in writing of the extension prior to the expiration of the original period.

#### **Section 7. Employee Obligation**

The parties acknowledge that as a principle of interpretation, employees are obligated to work as directed while grievances are pending, except as set forth in Article XXIII, Safety and Health, of this Agreement.

#### **Section 8. Employer Responses**

All responses required in Steps 1, 2 and 3, above, shall be directed to the aggrieved employee with a copy furnished to the Union. In class grievances, copies will be directed to the Union only. A rejection of a grievance at any step of the procedure must contain a statement of the reasons for the rejection.

## **Section 9.**

### **Exclusions**

Any subjects excluded from the arbitration procedure (Article VIII) shall also be excluded from the grievance procedure with the sole exception of reprimands, which shall be grievable but not arbitrable as provided under Article IX, Disciplinary Action, Section 3, Reprimands.

## **ARTICLE VIII - ARBITRATION**

If the Union is not satisfied with the reply in Step 3 of the grievance procedure, the Union shall have ten (10) calendar days after receipt thereof to notify the Employer of intent to submit the grievance to arbitration. Within thirty (30) days following notification to the Employer, the Union must file a request for arbitration. **The Union must simultaneously provide the HR-ER Department with a copy of the request for arbitration and the applicable grievance.** If the parties cannot agree upon an impartial arbitrator within five (5) days, the parties shall request a list of seven (7) arbitrators from FMCS or AAA. The parties shall each strike from said list, alternately, three (3) names, after determining the first strike by lot, and the remaining name shall be the arbitrator. The arbitrator shall promptly conduct the hearing on the grievance at which both parties shall be permitted to present their evidence and arguments. The decision of the arbitrator shall be rendered in writing no later than thirty (30) days after the conclusion of the hearing, and such decision shall be final and binding.

Each party will pay its own expenses and will share equally in expenses incurred mutually in arbitration **including the cost of the transcript, if mutually requested.** Employees required to testify will be made available without loss of pay; however, whenever possible, they shall be placed on call to minimize time lost from work and, unless directly required to assist the principal Union Representative in the presentation of the case, they shall return to work upon completion of their testimony. The intent of the parties is to minimize time lost from work and disruption of patient care.

The arbitrator shall limit his/her opinion to the interpretation or application of this Agreement and shall have no power to amend, modify, nullify, ignore or add to the provisions of this Agreement.

Grievances, as defined, may be submitted regarding the matters contained in the Agreement or arising from conditions of employment.

Reprimands and determinations under Article XV, (Employment Practices), Section 4 (Classification Appeal), and Section 15, B, C, D (Job Specification Language) are not arbitrable.

## **ARTICLE IX - DISCIPLINARY ACTION**

### **Section 1.**

#### **Just Cause**

An Employee shall not be discharged, disciplined or demoted except for just cause. The Employer will follow progressive disciplinary procedures, whenever appropriate, and in all instances will have the burden of proving just cause for disciplinary action taken.

## **Section 2.**

### **Procedure**

- A. Whenever it is alleged that an employee has violated any law, rule, regulation, or policy, that employee, shall be notified in accordance with Section 2. E. of this article, and informed of the law, rule, regulation, or policy allegedly violated. The Employer shall initiate an investigation prior to notification to the employee of a pending disciplinary action. The Employer shall conduct the necessary investigation to include full consideration of any documentation submitted by the employee prior to making a final decision. In specifying charges, the Employer will be guided, in part, by the Code of Ethics for the affected job classification.
- B. The Employer agrees to inform the employee and the Union of their right to representation in the disciplinary process. The Employer will give the employee at least 48 hours written notice providing date, time and place that a disciplinary/counseling session is scheduled. This notice will include the law, rule, regulation, or policy allegedly violated and nature of the alleged violation.
- C. Final disciplinary action determinations will not be rendered until the completion of the presentation and rebuttal meetings where the Employer and the Employee, together with the Representative, through use of evidence, documents and witnesses, have the opportunity to present their respective cases. Rebuttal meetings must be scheduled within fourteen (14) calendar days unless mutually agreed between the parties. The Employer shall have fourteen (14) calendar days to render a decision following the rebuttal presentation unless time is extended by mutual agreement. The Union and employee shall receive a copy of the rebuttal response.
- D. The Employer agrees that all disciplinary actions (dismissals, suspensions, demotions) except reprimands will be appealable by the employee to a hearing examiner as provided in the Miami-Dade County Code and the Personnel Rules of the PHT or, at the option of the Union and the Employee, to the Grievance and Arbitration procedures provided in Articles VII and VIII of this Agreement. The employee shall be notified in writing of both appeal procedures by name and contract article.
- E. Notices of disciplinary action, records of counseling and documented verbal counseling shall be given on a timely basis and insofar as practicable within twenty-one (21) days after the Employer discovers the facts requiring the notice, except where good cause for delay is shown. Forty-eight (48) hour written notice is not required for documented counseling. Good cause shall include, but not be limited to, the pendency of outside criminal, administrative or other proceedings.
- F. Any disciplinary action currently in an employee file which is overturned shall be stamped invalid.

## **Section 3.**

### **Reprimands**

Reprimands shall be appealable by the employee to the grievance procedure up to and including Step 3, but shall not be further appealable to either an Arbitrator or to a County Hearing Examiner Officer. Within thirty (30) days of the receipt of the Employer's reply to such a grievance at any step of the grievance procedure, the employee and/or the Union shall have the right to file a

written response to the written reprimand and have said response inserted in the employee's personnel folder.

Written reprimands and records of counseling, together with any reference to such reprimands or records of counseling excluding performance evaluations, shall cease to be of any force or effect after a two (2) year period from receipt of the Record of Counseling or Written Reprimand in which the employee has received no further disciplinary actions or records of counseling. At the employee's specific written request, these shall be promptly stamped in the employee's personnel file as no longer in effect.

#### **Section 4. Hearing Pursuant to the Hearing Examiner System**

- A. The employee subjected to the disciplinary process shall be informed in writing of the charges. The employee or her representative shall have the right to confront and question all witnesses under oath. The right of discovery and procedural rights in accordance with the Florida Rules of Civil Procedure shall be provided the employee.
- B. All disciplinary actions including demotions, suspensions, and dismissals of permanent employees, but excluding reprimands shall be appealable to a hearing examiner, in accordance with the applicable section(s) of the Miami-Dade County Code - (Section 2-47). This section shall not apply to the termination of a nonpermanent or probationary employee or to the demotion of permanent employees who fail to complete the promotional probationary period to the satisfaction of the department for other than disciplinary reasons.
- C. The decision of a hearing examiner shall include a finding of facts, conclusions to sustain the decision and may include recommendations, a copy of which shall be immediately provided to the employee and to the Union.
- D. The above referenced Code provisions providing for a disciplinary appeal process are to be read to include the following procedural guarantees:
  - 1. The Employer shall continue to abide by the previously agreed to and published Hearing Examiner Procedure Manual.
  - 2. The PHT Labor Relations Manager shall be responsible for initiating the selection of the hearing examiner on each appeal and setting the date, time and place for the hearing upon consultation with the parties involved. There shall be no ex parte communication between the participants of the hearing and the examiner.
  - 3. The parties to the hearing shall not initiate ex parte communications with the President of the PHT for the purpose of influencing the final appeal decision. This decision shall be based solely on the hearing record.

#### **Section 5. Grievance Procedure**

- A. The Union will have the option on behalf of a permanent status bargaining unit employee, to appeal disciplinary actions resulting in dismissals, suspensions or demotions of permanent employees through the grievance and arbitration procedure contained in Article VII and VIII of this Agreement. The Union shall notify the Office of Labor Relations in writing no later than fourteen (14) calendar days from the employee's receipt of the final disciplinary action determination of its decision on whether to exercise the option of appealing through the



grievance and arbitration procedure or request an appeal in accordance with Section 2-47 of the Code of Miami-Dade County. The Union's choice between the grievance and arbitration procedure or the Code provision under Section 2-47, once made, shall not be subject to change.

- B. In the case where the Union chooses not to select the grievance and arbitration procedure for disciplinary actions resulting in dismissals, suspensions or demotions of permanent employees then the disciplinary appeal provisions under 2-47 of the Code of Miami-Dade County shall prevail and be utilized if a timely appeal is requested. In the event the Union selects the option to appeal disciplinary actions resulting in dismissals, suspensions or demotions of permanent employees under the grievance and arbitration procedure then the provisions of 2-47 of the Code will not be applicable.

## **ARTICLE X - HOURS OF WORK AND OVERTIME**

### **Section 1. Work Hours**

The standard work week shall consist of forty (40) hours. Each standard work day shall be eight and one-half (8½) hours and contain an unpaid one-half (½) hour break for meal time, which under normal circumstances will be uninterrupted.

Employees who are assigned to work ten and a half (10½) hour shifts shall be paid overtime based on a forty (40) hour week. One (1) unpaid meal break of one-half (½) hour will be part of each shift. Every effort will be made to provide two fifteen (15) minute paid rest periods within each scheduled shift.

Employees who are assigned to work twelve and a half (12½) hour shifts shall be paid overtime based on a forty (40) hour week. Two (2) unpaid meal breaks of one-half (½) hour each will be part of each shift. Every effort will be made to provide three fifteen (15) minute paid rest periods within each scheduled shift. No individual working twelve and one-half (12½) hour shifts will normally be scheduled for more than three (3) consecutive days on duty or more than seven (7) days on duty within a period of fourteen (14) consecutive days.

Employees who are assigned to work twelve and a half (12½) hour shifts with three (3) unpaid meal breaks of one-half (½) hours each will be paid in accordance with Appendix B.

### **Section 2. Overtime**

- A. It shall not be the general policy of the Employer to have its employees work frequent or consistent overtime. However, when non-job basis employees are required to work approved overtime, in addition to their regular hours, they shall be compensated.
- B. The rate of time and one-half the normal rate of pay shall be paid for all work authorized to be performed in excess of the normal workday. All work authorized to be performed in excess of the normal work week shall be paid at the rate of time and one half of the normal rate of pay provided that overtime hours worked shall not be included in determining the normal work week.

- C. For purposes of interpretation, all hours in pay status shall be considered hours worked except for unplanned personal leave days. However, employees covered by the bargaining unit may receive overtime payment for hours worked in excess of any forty (40) hour work week which includes one (1) planned personal leave day taken within any week (the exception being Thanksgiving week when two (2) personal leave days may be taken).
- D. An employee shall not have the regular work schedule changed solely to avoid payment of overtime. This Article is intended to be construed only on the basis of overtime and shall not be construed as a guarantee of work per day or per week.
- E. In any situation requiring overtime, volunteers will be sought before the overtime is assigned. In the event that sufficient volunteers are not obtained, overtime will be assigned on a rotational basis.
- F. Except when demonstrated to be more expensive, overtime will be offered before any agency or TR nurses are utilized.

### **Section 3. Work Week**

The work week shall begin on a Sunday and end on a Saturday.

### **Section 4. Time Schedules**

Every effort shall be made to post time schedules four (4) weeks immediately preceding their effective date. Established schedules may be amended at any time by mutual agreement of the nurses involved with the consent of the appropriate supervisor.

### **Section 5. Hours of Work and Overtime**

- A. Nurses working five (5) days per week schedule will not be scheduled for more than six (6) consecutive days without prior consent of the nurse. Nurses working compressed schedules will not be scheduled for more than three (3) consecutive days without prior consent of the nurses.
- B. The Employer will make every possible effort to provide nurses with one or more years of employment every other or two weekends off per time sheet schedule. Weekends are defined as Saturdays and Sundays for day and evening shift and as Friday and Saturday nights for night shift employees. To cover weekends normally worked during vacations, periods of illness, and other unavoidable absences, the Employer will first seek volunteers for the extra weekend work. If staffing standards cannot be met through the use of volunteers, the Employer may assign extra weekend work on a rotating basis. If any nurse does not desire every other weekend off or desires set days each week, the nurse should make this request in writing to the person responsible for the time schedule. While every possible effort will be made to adhere to paragraphs A and B, it is understood and agreed that patient care needs will be the paramount consideration in work scheduling.

**Section 6.****Alternative Schedules**

Nursing units will have flexibility to adopt different work schedules according to their needs and demands with the approval of the Director of Patient Care Services or Administrator in consultation with Labor Relations and notification to the Union as provided under Article V, Section 2.

Any nurse who has researched different systems of scheduling should present the system to the Clinical Nursing Practice Committee and the Quality Nursing and Career Development Committee.

If an alternative scheduling system has been in effect on a unit in excess of twelve (12) months, the Employer will notify the Union of any pending change as provided under Article V, Section 2.

No change will be instituted to the alternate schedule for at least six (6) weeks unless an emergency situation exists.

**Section 7.****Rotating Shifts**

Where rotating shifts are required, those responsible for making work schedules will assign shift rotation on an equitable basis. Individual requests for evening and night shift assignment may continue to be approved.

- A. The Employer will make every effort to avoid asking nurses regularly assigned to 3-11 or night shift to rotate to another shift.
- B. Every effort will be made to refrain from rotating nurses to evening or night shift immediately preceding their weekend off.

**Section 8.****Consecutive Shifts**

No nurse will be scheduled for more than two (2) different shifts in any one (1) workweek unless the nurse gives consent.

Nurses will not be required to work consecutive shifts except in emergency conditions. There will normally be at least a minimum of an eleven and one-half (11½) hour break between work shifts except in emergency circumstances. For purposes of this section only, staffing deficiencies which cannot be reasonably anticipated by the Employer shall be considered as emergency circumstances.

**Section 9.****Flexible Hours for Higher Degree Education**

The Employer will make every effort to schedule employees working toward a higher degree in accordance with requests made in order for the employee to attend classes. Requests for leave will be granted based on the date of request.

**Section 10.****Public Holidays**

Nurses assigned to facilities or units that are closed on public holidays shall have the option either to take the day of the holiday off, or to work in other areas of the bargaining unit if such work is available. Nurses who opt to work the day in question shall not have a Personal Leave day deducted from their paid leave account.

**ARTICLE XI - SALARIES****Section 1.****Pay Day**

The Employer shall make a good faith effort to include relevant data such as accrued leave time and itemized deductions on each pay statement.

- A. Pay day shall be every other Friday. Paychecks may be picked up in division offices as soon as available. Every effort will be made to make such checks available to those nurses on the 3:00 p.m.-11:30 p.m. and 11:00 p.m.-7:30 a.m. shifts after 9:30 p.m. on Thursday and prior to the end of their shift.
- B. If a holiday is on Friday, pay shall be given on Thursday.
- C. The Employer will provide for direct deposit of pay checks in area banks and credit unions upon proper application from individual nurses who wish it. Nurses shall be informed as to the procedures for proper application.
- D. In the event of an error in the pay check, a voucher in the corrected amount shall be made available to the RN within twenty-four (24) hours of reporting the error to the Payroll Department. In order for the voucher to be made available by 4:00 p.m. the same day, the error must be reported to the Payroll Department, with the proper documentation, by 11:00 a.m. The voucher may then be picked up in the Audit Section, General Accounting Department. Vouchers for errors reported to the Payroll Department, with proper documentation, after 11:00 a.m., will be made available for pick up at the Cashier's Office within 24 hours. Vouchers that are not picked up by 4:00 p.m. in the Audit Section, General Account Department, will be given to the Cashier's Office.

**Section 2.****Salary Increases**

- A. **First Year 2002 - 2003**  
Effective July 6, 2003, all employees in bargaining unit classifications shall receive a four percent (4%) wage increase.
- B. **Second Year 2003 - 2004**  
Effective July 4, 2004, all employees in bargaining unit classifications shall receive a four percent (4%) wage increase.
- C. **Third Year 2004 - 2005**  
Effective July 3, 2005, all employees in bargaining unit classifications shall receive a three (3%) percent wage increase.

- D. Effective October 12, 2003, Clinical Staff Nurses, Clinical Staff Nurses/ Corrections Health Services, Nurse Educators, Nurse Educators/Corrections Health Services, Associate Nurse Managers and Nurse Managers will be placed in the new range at the rate equal to or greater than the rate they are currently receiving. These nurses will receive a step increase on their pay anniversary date providing the increase would not place them above Longevity Step 2 or the end of the range for the classification.**
- E. Nurses in classifications other than Clinical Staff Nurse, Clinical Staff Nurse/Corrections Health Services, Nurse Educator, Nurse Educator/Corrections Health Services, Associate Nurse Manager and Nurse Manager, with the exception of the Certified Nurse Midwife and Advanced Registered Nurse Practitioner, will receive a one-time \$650 bonus the week of October 15, 2003, \$1,300 the week of October 15, 2004 and \$1,300 the week of August 15, 2005. Certified Nurse Midwives and Advanced Registered Nurse Practitioners at Steps 1-5 will receive these bonuses provided the nurse is in the classification Certified Nurse Midwife or Advanced Registered Nurse Practitioner as of May 1, 2003.**
- F. Effective October 12, 2003, Nurse 1's and Nurse 2's working in Ward D will be placed on the Clinical Staff Nurse/Corrections Health Services pay range using the promotion formula. Nurses assigned to Ward D may be assigned to other Corrections Health Services facilities on an as needed basis.**
- G. Effective October 12, 2003, Long Term Care Nurse Managers will be placed on the Nurse Manager schedule at the rate equal to or greater than they are currently receiving.**
- H. Effective the beginning of the third pay period following ratification by the County Commission, eligible nurses, upon signing a two-year commitment agreement to the Neonatal Pediatric Transport Team, will receive a one step increase.**
- I. Effective October 12, 2003, nurses performing the duties of the Neonatal Pediatric Transport Coordinator and the Pediatric Cardio Thoracic Liaison Case Manager will receive a one-step increase for 24-hour, 7-day per week responsibilities providing the nurse is not already receiving it.**
- J. Effective October 12, 2003, the Neonatal Pediatric Transport Coordinator (Nurse 3) will be reclassified to Nurse Educator and placed in the new pay range.**
- K. Effective October 12, 2003, the Associate Nurse Manager, Advanced Registered Nurse Practitioner and Nurse Manager in Ward D will be paid a one step increase for working in Corrections Health Services.**
- L. Effective October 12, 2003, twenty-five cents (\$.25) an hour will be added to Steps 6, 7 and 8 of the Certified Nurse Midwife pay range.**
- M. Effective October 12, 2003, Advanced Registered Nurse Practitioners and Certified Nurse Midwives at Steps 6, 7 and 8 will receive a one step increase.**

- N. Effective August, 2005, Clinical Staff Nurses who are at Step 6 of the pay range on October 11, 2003 will receive a one time \$1,500 bonus providing the nurse is still in the Clinical Staff Nurse classification.**
- O. Time Credited for Future Progression (All RN Classifications)**
- Maxed out, L1 and L2 RNs who receive increases as a result of range adjustments will retain their current anniversary date and will not lose time credited for future progression.
  - RNs who progress on the range as a result of meeting eligibility requirements for the previous step will begin new time requirements for progression to the next step.
- P. The Employer agrees that there shall be no selective wage adjustments for any classifications covered by this Agreement, other than those specified, unless it shall first meet and negotiate with the Union concerning the amount of such adjustments and the reasons therefore.**

### **Section 3. Step Increase**

- A. The Trust agrees to maintain the step increase system over the contract period subject to the following:**

Each nurse will receive a step increase annually on her anniversary date up to the maximum step of the range, provided she has met standards. This will place her on the next step of the pay plan.

**Effective October 12, 2003, the maximum step in each classification shall be as follows:**

Administrative Nurse I	6
Advanced Registered Nurse Practitioner (ARNP)	6
<b>Associate Nurse Manager</b>	<b>11</b>
Certified Nurse Midwife	6
Certified Registered Nurse Anesthetist (CRNA)	6
<b>Clinical Care Coordinator</b>	<b>7</b>
<b>Clinical Nurse Specialist</b>	<b>7</b>
<b>Clinical Research Coordinator</b>	<b>7</b>
<b>Clinical Service Coordinator</b>	<b>7</b>
<b>Enterostomal Therapist</b>	<b>7</b>
<b>Enterostomal Therapist Coordinator</b>	<b>7</b>
<b>Nurse Educator</b>	<b>11</b>
<b>Nurse Educator/Corrections Health Services</b>	<b>6</b>
<b>Nurse Manager</b>	<b>6</b>
<b>Nurse Recruiter</b>	<b>7</b>
<b>Quality Management Education Coordinator</b>	<b>7</b>
<b>Trauma Coordinator</b>	<b>7</b>

There are two (2) additional steps beyond the maximum of the range to which nurses are advanced in recognition of their years of service. These two (2) steps of the salary structure are called longevity steps.

Advancement to the first longevity step shall be made immediately upon completion of five (5) years service at the maximum rate of the salary range. **Effective October 12, 2003, advancement to the first longevity step shall be made immediately upon completion of forty-eight (48) months service at the maximum rate of the salary range.** Such advancement will be moved to the first pay step beyond the maximum step of the range.

Advancement to the second longevity step shall be made immediately upon completion of five (5) years at the first longevity step of the salary range. **Effective October 12, 2003, advancement to the second longevity step shall be made immediately upon completion of forty-eight (48) months at the first longevity step of the salary range.** Such advancement will be the next step beyond the first longevity pay step.

There will be a minimum of 4.79% between all steps including longevity steps. **Effective October 12, 2003, there will be a minimum of four percent (4%) between all steps including longevity steps.**

- B. **There are fifteen (15) steps in the Clinical Staff Nurse and Clinical Staff Nurse/Corrections Health Services classifications. Advancement in these steps is as follows:**

Step 1 to step 2 .....	6 months
Step 2 to step 3 .....	12 months
Step 3 to step 4 .....	12 months
Step 4 to step 5 .....	12 months
Step 5 to step 6 .....	12 months
Step 6 to step 7 .....	12 months
Step 7 to step 8 .....	12 months
Step 8 to step 9 .....	18 months
Step 9 to step 10 .....	18 months
Step 10 to step 11 .....	36 months
Step 11 to step 12 .....	36 months
Step 12 to step 13 .....	36 months
Step 13 to step 14 .....	48 months
Step 14 to step 15 .....	48 months

**There will be a minimum of four percent (4%) between all steps.**

- C. Employees in this Unit are also eligible for the "Special Recognition Increase" program under the provisions established by the Employer for such a program.
- D. Part-time nurses are eligible for step increases based on 2080 hours worked and satisfactory performance evaluations (that is, evaluations which meet standards).
- E. A change in classification status does not alter a nurse's anniversary date for purpose of accrual of leave benefits. A nurse who is promoted will have her anniversary date changed to the date of promotion for purposes of receiving annual step increases in the new classification, except that a nurses who is promoted within thirty (30) days of her step

increase anniversary date will receive both her step increase and then promotional increase.

#### **Section 4. Shift Differential and Weekend Differential**

The Employer agrees to pay a shift differential on the night shift (11:00 p.m. - 7:30 a.m.) and on the evening shift (3:00 p.m. - 11:30 p.m.). Employees on regular assigned shifts which qualify for differentials under this section who are temporarily assigned by the Employer to the day shift for education or work assignment, shall continue to receive the differential they normally receive. Employees who work the evening or night shift who request to work the day shift temporarily will not receive shift differential.

Shift differentials shall be paid in accordance with the following guidelines:

1. The shift differential rates shall be \$3.64 an hour for evening and night shifts. **Effective October 12, 2003, the shift differential rates shall be:**

Evening	<b>\$4.00/hour</b>
Night	<b>\$4.00/hour</b>

2. For employees hired before October 1, 1994, the shift differential shall be frozen at the dollar amount the employee would have received as a shift differential during the pay period immediately preceding October 1, 1994. Shift differential will be paid for all hours worked after 3:00 p.m. The Employer will continue the current practice of paying the appropriate differential for all hours worked on a shift where the majority of hours occur during the evening or night shift. Registered Nurses working the twelve and a half-hour night shift will receive the night shift differential for the entire shift.

Shift differential will not be paid for hours worked on a day shift and which end prior to 5:00 p.m.

3. Nurses who work weekends will be paid two dollars (\$2.00) an hour for hours worked between 11:00 p.m., Friday and 7:30 a.m., Monday. **Effective October 12, 2003, nurses who work weekends will be paid two dollars and twenty-five cents (\$2.25) an hour for hours worked between 7:00 p.m. Friday and 7:30 a.m. Monday providing the nurse's shift begins at 7:00 p.m. or later on Friday.**

This weekend shift differential will be paid only for actual hours worked. It does not apply to payment for leave of any type.

#### **Section 5. Main Campus In-Patient Differential**

An additional fifty cents (\$.50) an hour will be paid for all nurses working in an in-patient unit at Jackson Memorial Hospital. This includes the Emergency Care Center, Urgent Care Center and Mental Health Hospital Center. **Effective October 12, 2003, seventy-five cents (\$.75) an hour will be paid to Clinical Staff Nurses, Nurse Educators, Associate Nurse Managers, Nurse Managers, Certified Nurse Midwives, Advanced Registered Nurse Practitioners and Certified Registered Nurse Anesthetists working in an in-patient unit at Jackson Memorial Hospital.**



**This includes the Emergency Care Center, Urgent Care Center and Mental Health Hospital Center. (See attached list of units excluded from this differential in Appendix C).**

**Job basis nurses who are currently receiving the in-patient differential of fifty cents (\$.50) an hour will continue to receive a fifty-cents (\$.50) differential through August 31, 2005. Nurses who are hired, transferred or promoted into these classifications are not eligible for this differential.**

#### **Section 6. On-Call Pay**

- A. Employees designated as on-call shall be paid a minimum of thirty-five dollars (\$35.00) per shift on weekdays (Monday - Friday) and forty-five dollars (\$45.00) per shift on weekends (Saturday-Sunday) and holidays.**
- B. Employees who are called in from on-call status, after having left the Employer's facility at the conclusion of a work day, shall receive a minimum of four (4) hours pay at the applicable rate.**
- C. The parties agree to meet to discuss guidelines and policies regarding on-call provisions, if either party requests it.**

#### **Section 7. Call-In Pay**

**Employees who are not on-call but are called back to work after having left the Employer's facility at the conclusion of a work day, or who are called back to work on a day on which they are not scheduled to work, shall receive a minimum of four (4) hours pay at the applicable rate. Mandatory work-related activities, such as meetings, court appearances and depositions, shall be counted as "work" under this section. Call-in Pay does not apply however, if employees are called to report early for their regular shift, or are on on-call status.**

---

#### **Section 8. Uniform Allowance**

**All nurses in the bargaining unit shall receive a uniform allowance of \$125.00 per year. A uniform allowance will be paid once per year in the month of January to all bargaining unit employees on the payroll at time of payment.**

#### **Section 9. On-Call Pool Nurse Rates**

**The On-Call Pool Nurse rates are as follows (On-Call Pool Nurses with 27 months experience or less shall be paid at the lower rate):**

<b>8 hour shifts:</b>	<b>7:00 a.m. - 3:30 p.m. - \$30.00/\$32.00/hour</b>
	<b>3:00 p.m. - 11:30 p.m. - \$34.00/\$36.00/hour</b>
	<b>11:00 p.m. - 7:30 a.m. - \$34.00/\$36.00/hour</b>
<b>12 hour shifts:</b>	<b>7:00 a.m. - 7:30 p.m. - \$31.33/\$33.50/hour</b>
	<b>7:00 p.m. - 7:30 a.m. - \$34.00/\$36.00/hour</b>

**On-call Nurses who work on weekends will be paid two dollars (\$2.00) an hour for hours worked between 11:00 p.m. Friday and 7:30 a.m. Monday. Effective October 12, 2003, On-Call Nurses who work weekends will be paid two dollars and twenty-five cents (\$2.25) an hour for hours worked between 7:00 p.m. Friday and 7:30 a.m. Monday providing the nurse's shift begins at 7:00 p.m. or later on Friday.**

**Upon mutual agreement, the parties may re-open negotiations on these wages at any time.**

## **ARTICLE XII - PAID EDUCATIONAL LEAVE**

### **Section 1. Eligibility Criteria**

Every effort will be made to provide a reasonable amount of leave with pay each year to attend courses, institutes, workshops or other educational activities in accordance with the following criteria:

- A. Educational leave days will be used at the employee's discretion after receiving proper approval. Leave under this article is exclusive of mandatory education requirements.
- B. The nurse applies in advance in writing specifying the course, institute, workshop or class the nurse wishes to attend.
- C. The nurse obtains permission from the Director of Nursing to attend.
- D. Such leave does not interfere with staffing.
- E. Requests for leave will be granted based on date of request.
- F. Employees working eight (8) hour shifts will get twenty-four (24) hours; those working twelve (12) hour shifts, thirty-six (36) hours; those working ten (10) hour shifts, thirty (30) hours yearly; and weekend schedule employees (Article XIV) will get thirty-six (36) hours of leave yearly under this provision. In the case of ARNP's, Nurse Midwives and CRNA's, employees working eight (8) hour shifts will get thirty-two (32) hours yearly; those working twelve (12) hour shifts, forty-eight (48) hours yearly; those working ten (10) hour shifts, forty (40) hours yearly.
- G. Hours spent in reeducation programs which qualify for contact hours conducted by the Employer shall count toward the number of hours of leave available under this article. If an employee who enters a reeducation program has already used her educational leave for the year, the appropriate number of days of leave will be deducted from the leave the employee would otherwise have been entitled to receive in the following year.

### **Section 2. Clinical Certification**

The cost of one National clinical certification exam related to the employee's area of practice will be reimbursed following successful completion.

### **Section 3. Financial Aid**

Nurses may continue to apply for financial aid to cover tuition, registration and travel to such seminars. Applications shall receive a timely reply.

### **Section 4. Staff Development Programs**

It is understood that courses offered by the Employer in special areas of practice will be continued for nurses working in, or scheduled to work in, a specialty area as part of Staff Development Programs. These educational programs will be posted on the bulletin boards and any nurse may apply. These requests will be granted as patient care permits.

### **Section 5. In-Service and Career Development Program**

Employees shall be compensated for all time spent in required in-service training programs.

## **ARTICLE XIII - VACATION AND LEAVE**

The Employer provides a certain number of paid hours per year to be used for rest, relaxation, vacation, sickness, bereavement, and other personal needs. Nurses in the bargaining unit employed by the PHT will receive personal leave hours in lieu of annual leave hours, sick leave hours, and holidays.

### **Section 1. Personal Leave Day Program**

Paid personal leave hours are provided under the Personal Leave Plan to cover time off from work that is planned and/or unplanned. All paid personal leave must be approved by the employee's department head, supervisor, or other designee.

- A. A planned absence from work is defined as time off, requested and approved at least twenty-four (24) hours in advance by the employee's department head, supervisor, or other person designated to approve time off.
  - 1) Except as provided in Section 3, paragraph 1 of this Article, requests for planned personal leave of more than three (3) days shall be submitted at least forty (40) days in advance unless extenuating circumstances give rise to the need to submit requests within a shorter time frame.
  - 2) Requests for planned personal leave shall be approved based upon staffing needs and to insure proper and adequate patient care. Except as provided in Section 3 herein, requests for leave will be granted based on date of request.
- B. An unplanned absence is defined as time taken off by the employee which is unscheduled and not approved in advance by the department head, supervisor, or other designee. In order to receive pay for hours not worked due to an unplanned absence, employees must provide timely notification prior to the start of the scheduled shift of work and a valid reason given to their supervisor or authorized designee as outlined in the Personnel Administrative

Policy #358. Written documentation of illness will not be required unless a pattern of unplanned leave utilization exists. Personal leave hours accrue from date of hire.

- C. Full-time employees are eligible for paid personal leave hours after the completion of six (6) months of continuous service or, in the case of part-time employees, after six (6) months equivalent of service (1040 hours).

New full-time employees may take up to a maximum of forty (40) hours of paid planned personal leave during the first six (6) months of employment. However, the number of hours taken will be deducted from the total amount of hours accrued after the employee completes six (6) months of continuous service or its equivalent. Should the employee resign or be terminated prior to the end of the first six (6) months, the dollar equivalent of the number of hours taken will be deducted from the employee's final paycheck.

- D. Full-time employees shall earn paid personal leave hours as follows:

- (1) During the first five (5) years of employment, 0.1115 hours shall be earned for each hour in pay status per pay period up to a maximum of 8.920 hours (80 hours or more in pay status). This approximates 29 days per year. However, a full-time employee shall not be eligible to receive payment for personal leave days until after the first six (6) months of employment, except as outlined in Section 2.

- (2) In order to recognize longevity of service, employees with more than five (5) years of continuous service shall earn personal leave hours as follows:

<u>Year of Employment</u>	<u>Per Hr. In Pay Status</u>	<u>Max. Hours Earned Per Pay Period</u>	<u>Equivalent Day* Earned Per Year</u>
6th	.1154	9.232	30
7th	.1192	9.536	31
8th	.1231	9.848	32
9th	.1269	10.152	33
10th-15th	.1308	10.464	34
16th	.1346	10.768	35
17th	.1385	11.080	36
18th	.1423	11.384	37
19th	.1462	11.696	38
20th on	.1500	12.000	39

\*Calculations are based on 8-hour shifts.

- (3) Full-time employees who are assigned to work regularly scheduled ten (10) hour shifts shall earn an additional twenty-two (22) hours of personal leave per year (shorter periods of time will be prorated). Full-time employees who are assigned to work regularly scheduled twelve and a half (12½) hour shifts shall earn an additional thirty-eight point five (38.5) hours of personal leave per year (shorter or longer periods of time will be prorated). Full-time

employees who are assigned to work regularly scheduled twelve and a half (12½) hour shifts, and who are paid for eleven (11 hours), refer to Appendix B.

E. Part-time employees shall earn personal leave hours based on actual hours worked:

(1) During the first 10,400 hours (first five (5) full-year equivalents, FTE), 0.1115 hours shall be earned for every hour worked, up to a maximum accrual rate of 8.920 hours. However, part-time employees shall not be eligible to receive payment for personal leave until they have worked at least 1040 hours (six (6) month equivalent).

(2) Employees who have worked more than five (5) full-year equivalents shall earn paid personal leave hours as follows:

<u>Hours Worked</u>	<u>Hours Earned Per Hour Worked</u>
10,401-12,480	.1154
12,481-14,560	.1192
14,561-16,640	.1231
16,641-18,720	.1269
18,721-31,200	.1308
31,201-33,280	.1346
33,281-35,360	.1385
35,361-37,440	.1423
37,441-39,520	.1462
39,521 on	.1500

F. Personal leave hours shall be paid at the employee's regular shift rate of pay. Personal leave hours may be accumulated up to a maximum of five-hundred (500) hours.

G. Personal leave hours shall be used during the first three (3) consecutive scheduled workdays (to maximum of twenty-four (24) hours) of any spell of illness. After 3 years, 16 hours of personal leave are used for illness and after 10 years, 8 hours of personal leave are used; these personal leave hours shall be defined as unplanned absences. If sufficient personal leave hours are not available to cover a spell of illness, any uncovered portion shall be without pay, until the benefits of the Extended Illness Leave Plan are in effect.

H. (1) Two times per calendar year, employees with less than ten (10) years of continuous service may elect to receive a cash payment for personal leave of no less than forty (40) hours and no more than eighty (80) hours in lieu of or in addition to vacation during the calendar year.

(2) Employees with ten (10) or more years of continuous service may elect to cash in no less than forty (40) hours and no more than one-hundred twenty (120) hours subject to the provisions above.

- (3) Requests for payment must be submitted to the employee's supervisor during the calendar year.
  - (4) The payroll department will make payment within thirty (30) days of receipt of request.
- I. Upon separation of employment, the employee shall be eligible for payment of accrued personal leave account hours.
- (1) To qualify for a 100% terminal benefit from the personal leave account; a minimum of six (6) months of continuous employment (or its equivalent for part-time employees) must be completed. Further, for job basis employees a minimum of four weeks advance notice of voluntary resignation must be given and two weeks for hourly paid employees, unless extenuating circumstances warrant a shorter time frame.
  - (2) An employee who has been discharged after a minimum of six (6) months of continuous employment shall be paid 100% of terminal benefits.
  - (3) The terminal leave benefit for accrued personal leave account shall be paid at the employee's base rate.

## **Section 2. Extended Illness Leave Program**

In recognition of the employee's need for income protection against extended illness, an extended illness leave plan is established for each permanent employee. The number of hours earned and used by the employee shall be accounted for through the employee's extended illness leave account.

- A. To be eligible for payment of extended illness leave, the employee must fulfill the following requirements:
- (1) A full-time employee shall have completed six (6) months of full-time employment.
  - (2) A part-time employee shall have accumulated 1040 hours worked.
  - (3) An employee shall give timely notice to the appropriate department head, supervisor, or other designee of the inability to report to work due to illness. The department head, supervisor, or other designee shall be kept informed on a daily basis (unless otherwise instructed by the supervisor) of the employee's physical condition and the expected date of return.
  - (4) A physician's certificate describing the disability and the inability to work may be required before approval will be given for payment of extended illness leave hours.

- B. A full-time employee shall accrue 0.024 hours extended illness leave for each hour in pay status per pay period up to a maximum of 1.850 hours per pay period, not to exceed forty-eight (48) hours per year.
- C. A part-time employee shall accrue 0.024 hours extended illness leave for every hour worked, up to a maximum of 1.850 hours per pay period, not to exceed forty-eight (48) hours per year.
- D. An unlimited number of days may be accumulated in the extended illness leave account.
- E. Extended illness leave shall be paid at the employee's regular shift rate of pay.
- F. Payment for extended illness leave for employees with less than three (3) years of service shall begin on the fourth (4) consecutive working day of a spell of illness. The first three (3) consecutive working days to a maximum of twenty-four (24) hours of illness shall be paid out of the personal leave account, if available. The three (3) working days, twenty-four (24) hour deductible will be waived for immediate family critical illness and an employee's illness requiring hospitalization. After three (3) full years of employment, payment for extended illness shall begin on the third (3) consecutive working day or after sixteen (16) hours of a spell of illness. After ten (10) full years of employment, payment for extended illness shall begin on the second (2) consecutive working day or after eight (8) hours of a spell of illness.

Extended illness payment shall begin on the first scheduled working day of the illness under the following conditions:

- (1) Any illness requiring hospitalization, or
  - (2) Employee is seen in out-patient care center for out-patient surgery, or
  - (3) Occupational diseases or injuries sustained prior to receiving Workers Compensation, or
  - (4) Continuing illness when employee attempts to return to work too soon.
- G. For critical illness in the immediate family, an employee is entitled to five (5) days paid extended illness leave per leave year.
  - H. Employees with less than thirty (30) years full-time PHT/County employment who retire or resign from the PHT will be eligible to receive payment for up to a maximum of 1,000 hours of accrued extended illness leave at the employee's current rate of pay at time of separation, excluding any shift differential, prorated in accordance with the following schedule:

Less than 10 years	-	No Payment
10 yrs. but less than 11 yrs.	-	25%
11 yrs. but less than 12 yrs.	-	30%
12 yrs. but less than 13 yrs.	-	35%
13 yrs. but less than 14 yrs.	-	40%
14 yrs. but less than 15 yrs.	-	45%

15 yrs. but less than 16 yrs.	- 50%
16 yrs. but less than 17 yrs.	- 55%
17 yrs. but less than 18 yrs.	- 60%
18 yrs. but less than 19 yrs.	- 65%
19 yrs. but less than 20 yrs.	- 70%
20 yrs. but less than 21 yrs.	- 75%
21 yrs. but less than 22 yrs.	- 77.5%
22 yrs. but less than 23 yrs.	- 80%
23 yrs. but less than 24 yrs.	- 82.5%
24 yrs. but less than 25 yrs.	- 85%
25 yrs. but less than 26 yrs.	- 87.5%
26 yrs. but less than 27 yrs.	- 90%
27 yrs. but less than 28 yrs.	- 92.5%
28 yrs. but less than 29 yrs.	- 95%
29 yrs. but less than 30 yrs.	- 97.5%

Employees who retire after 30 years of full-time PHT/County employment, will be eligible to receive 100% payment of their full balance of accrued extended illness leave. Such payment will be made at the employee's current rate of pay at the time of retirement, excluding any shift differential and will not be subject to any maximum number of hours.

### **Section 3.                      Vacation Requests**

#### **A.      Annual Vacation Scheduling Procedure**

The annual vacation leave period will be January through December. The vacation scheduling procedure shall be as follows:

- 1)      Leave request forms will be distributed with a sample copy of the upcoming year's vacation calendar by October 1<sup>st</sup>.
- 2)      Leave request forms shall be returned by employees by November 1<sup>st</sup>.
- 3)      Annual vacation calendars will be published and posted by December 1<sup>st</sup>.
- 4)      Employees may request any two vacation periods, designating them as "first plan" and "second plan." Although forty (40) hours blocks of vacation are preferable for scheduling convenience, intermittent vacation (in periods of 8 hours or more each) may be scheduled.
- 5)      Employees will be granted eighty (80) hours of vacation yearly based on this vacation scheduling procedure. Every possible effort will be made to accommodate a longer period of time if requested by the employee.
- 6)      Vacation periods will be scheduled by unit seniority for the first eighty (80) hours of each employee's vacation schedule for the year. Remaining vacation will be scheduled on a "first come, first served" basis, based on patient care needs. All employees (except those who have not completed their probationary period as of



January 1<sup>st</sup> of the upcoming year), will be encouraged to schedule and take at least forty (40) hours of vacation each calendar year.

- 7) Employees whose forms are not returned by November 1st will have vacation scheduled for the upcoming year on the "first come, first served" basis mentioned above.

**B. Other Vacation Requests**

At all other times during the vacation year, requests will be scheduled on a "first come first served" basis. Vacation requests should be submitted forty (40) days in advance unless extenuating circumstances give rise to emergency requests. Response to vacation requests under this paragraph will be in writing, and will be provided to the employee no later than fourteen (14) calendar days after the date of submission.

**Section 4. Leave Without Pay**

- A. Permanent employees, with the approval of their department head, may be granted a leave of absence without pay for a period not to exceed one (1) year for sickness or disability, to engage in a course of study or other good and sufficient reason which is considered in the best interest of County service.
- B. Employees may be granted leave under this section to serve as full-time representatives of the Unit or to enable them to take appointments in the exempt service.
- C. A leave of absence without pay for religious holidays may be granted by the department head.
- D. All requests for extensions of leaves without pay beyond one (1) year must be approved or disapproved by the department head and the director of Human Resources.
- E. Employees will be allowed to maintain forty (40) hours in their personal leave bank while on approved leave without pay.

**Section 5. Funeral Leave**

Full-time employees who have completed nine (9) pay periods of County service will be granted three (3) days of emergency funeral leave with pay in the event of a death in the immediate family, provided that the employee actually attends the funeral. Immediate family is defined as the employee's spouse, and employee's or spouse's children, mother, father, sister, brother, grandfather or grandmother, son-in-law, daughter-in-law, or upon proof of any person in the general family whose ties would be normally considered immediate and living within the same household. For the purposes of this section "spouse" shall be understood to include a significant other living within the same household. Funeral leave shall have no relationship to travel time or qualified use of any other leave time that may be due or useable by the employee. Funeral leave shall be used for the purpose of bereavement.

## **Section 6. Military Leave**

The Employer is governed by Federal and State law concerning military leave and all employees represented by this contract shall receive the benefits of such laws.

## **Section 7. Voting**

The Employer agrees to allow each employee who meets the conditions set forth below reasonable time off with pay, not to exceed one (1) hour, to vote in each local and general election. Voting time will be scheduled in such a fashion as to not interfere with normal work production, however, the Employer shall attempt to schedule this time off at either the beginning or end of an employee's work shift. The location of the employee's precinct and the employee's work schedule shall be considered in scheduling time off. Whenever possible, scheduling of such voting time will be posted as early as ten (10) working days prior to the date of the election.

### **CONDITIONS**

- A. The employee must be a registered voter; and
- B. Must be scheduled for a shift of at least eight (8) hours duration on election day; and
- C. More than one-half (½) of the hours of the scheduled shift must be between 7:00 A.M. and 7:00 P.M. on election day.

## **Section 8. Jury Duty**

Employees who are called to serve on jury duty or to testify as witnesses under subpoena will be excused from work and will be paid their regular salary for the duration of this service. To be excused, employees should present official notice of jury duty or subpoena to their immediate supervisor.

An employee who is subpoenaed by a private party to a suit and testifies while being excused from duty with pay may accept a witness fee, but must turn it over to the hospital properly endorsed. However, jury fees shall be retained by the employee.

## **Section 9. Administrative Leave**

The present policy regarding the granting of administrative leave for job basis nurses will be continued. This policy provides for the granting of time off with pay to job basis employees (not hour for hour) who have worked in excess of their normal work schedule.

## **Section 10. Leaves for Union Business**

- A. Leaves of absence without pay for periods not to exceed one (1) year shall be granted to up to three (3) bargaining unit nurses in order to accept full-time positions with the Union. The Union shall make written application for such leaves thirty (30) days in advance, and may not make application for more than one (1) employee from any one (1) unit during the same period. Employees granted such leaves shall continue to accrue bargaining unit seniority

during the term of their leave. Employees returning before or at three (3) months shall return to their former unit and position. After three (3) but within twelve (12) months, employees shall return to a comparable position.

- B. Leaves of absence without pay for periods not to exceed one (1) week shall be granted to bargaining unit members to attend Union functions. The total number of person-weeks allowable under this paragraph shall not exceed ten (10) weeks per year. The Union shall make written application for such leaves sixty (60) days in advance. Employees granted such leaves shall continue to accrue bargaining unit seniority and, upon return, shall assume their former unit and position.
- C. Duly selected Union unit representatives and Officers shall be allowed leave with pay in order to attend Union training conferences. The total amount of leave with pay granted to employees under this paragraph shall not exceed **fifty-five (55)** working days in any calendar year. The Employer shall be given thirty (30) days notice of any such training conferences together with a list of those attending. Employees granted such leaves shall continue to accrue bargaining unit seniority and, upon return, shall assume their former unit and position. Leaves granted under this paragraph (C) shall be counted as time worked for the purpose of calculating overtime pay.
- D. Leaves of absence/release time with pay shall be granted to Union representatives to perform Union roles and responsibilities. The total amount of this leave shall not exceed **300** days per **calendar** year. Employees granted such leave shall continue to accrue bargaining unit seniority and, upon return, shall return to their former unit and position, if available. If the former position is eliminated, the employee will be returned to a comparable position within the PHT. The Union will provide the Employer with thirty (30) days notice and will specify the length of release time.
- E. **No more than one person from the same unit shall be released for more than thirty (30) days simultaneously, without mutual agreement.**

#### **ARTICLE XIV - FULL-TIME WEEKEND SHIFTS**

The Employer may offer employees full-time weekend positions with such employees working twelve and one-half (12 1/2) hour shifts every Friday, Saturday, and Sunday, or Saturday, Sunday, and Monday, at the rate appropriate for their shift position and experience. These employees will be paid for forty (40) hours and will accrue and receive all benefits, and rights as full-time employees. Employees who work the weekend schedule are expected to do so for at least six (6) continuous months and on at least **twenty-four (24)** weekends. It is understood and agreed that applications for all full-time weekend positions shall initially be limited to RNs currently employed, and newly-hired RNs should not be oriented into these positions as long as there are qualified nurses who have applied for them.

The parties have agreed on the following guidelines for the full-time weekend shift:

- A. If an RN wishes to work the Modified Weekend Plan, the employee's request should be made in writing to the unit Nurse Manager.

- B. Request to work the Modified Weekend Plan will be approved based on the date the request is received by the Nurse Manager with seniority prevailing where date of application is equal.
- C. The availability of weekend shifts will be determined based on staffing and retention needs. **Nurse requests to implement the full time weekend shift will not be unreasonably denied. Available positions will be offered and filled based on unit seniority.**
- D. Both day and night shifts will be available. The numbers of RN's permitted to work the plan will be determined by the Director of Patient Care Services based on staffing needs.
- E. The plan has been advertised to recruit RN's. The RN will start working the plan upon final approval by the **Director of Patient Care Services**. The Nurse Manager and RN will note the start date on the time sheet.
- F. Any RN, who is currently working three 12-hour shifts on the same weekend shifts specified in the plan, will automatically be placed on the weekend plan as a full-time employee.
- G. The RNs will not be required to sign a contract. The Collective Bargaining Agreement language defines the time frame in which the RN is expected to work the Modified Weekend Plan.
- H. Trades not involving overtime may be allowed with approval of the Nurse Manager and indicated appropriately on the time card.
- I. Overtime will start after 36 hours. (The work week of the weekend plan employee).
- J. Educational hours may be taken at the RN's discretion upon approval by the appropriate supervisor.
- K. Nurse Educators will make arrangements for unit in-services. Staff meetings may be held on the weekend as determined by the supervisor.
- L. **Nurses working the Modified Weekend Plan will only receive the weekend shift differential for hours worked between 7:00 a.m. on Saturday and 7:00 a.m. on Monday.**
- M. If both holidays (Christmas and New Year's) fall on a weekend, the employee will receive one holiday off, upon request, providing staffing permits. If the holiday falls on the employee's day off, the employee will have the choice of taking the day off or volunteering to work.
- N. Employees will be subject to all applicable contract provisions, policies, procedures, practices, administrative orders and personnel rules unless specifically excluded.
- O. **For purposes of payment and use of all leave time, the actual weekend shifts will be 13.3 hours for each of the weekend days/nights and 13.3 for the 3<sup>rd</sup> weekday or night shift.**

## **ARTICLE XV - EMPLOYMENT PRACTICES**

### **Section 1. Probationary Periods**

The first six (6) months of full-time continuous employment shall be the probationary period. After successful completion of the probationary period, the nurse shall be considered a permanent employee unless specifically advised by the Employer. The Employer retains the right to terminate probationary nurses without notice or pay in lieu of notice. Probationary nurses are not required to give notice of intention to terminate. Probationary nurses are, however, requested to give two (2) weeks notice. The probationary period may be extended at the option of the Employer provided that the total probationary period may not exceed one (1) year, and the employee has agreed to the extension. The employee's agreement shall be in writing.

### **Section 2. Rest Periods, Meals, and Lounge Areas**

Every effort shall be made to provide two (2) fifteen (15) minute rest periods within the eight (8) hour work schedule. At the discretion of the supervisor and in accordance with Section 300, Code 312 of the Policy and Procedure Manual, two fifteen (15) minute breaks may be taken in conjunction with the midshift meal. Present lounge space will be maintained and the Employer agrees to provide adequate lounge space, or equivalent lounge space in all new facilities.

### **Section 3. Work in Higher Classification**

Any nurse other than Associate Head Nurse or Head Nurse temporarily assuming the duties of a higher position such as Charge Nurse or Associate Head Nurse will receive a one dollar (\$1.00) increase per hour above her regular hourly rate for each shift and any continuous hours worked in the higher classification. **Effective October 12, 2003, any Clinical Staff Nurse temporarily assuming the duties of a higher position such as Charge Nurse or Associate Nurse Manager will receive a one dollar and twenty-five cents (\$1.25) increase per hour above her regular hourly rate for a minimum of four (4) or more continuous hours worked in the higher position. Effective October 12, 2003, any Clinical Staff Nurse temporarily assuming the duties of a Preceptor will receive a one dollar (\$1.00) increase per hour for a minimum of four (4) or more continuous hours worked in this position.**

Any nurse, except an Associate Nurse Manager, temporarily promoted to the "Acting Nurse Manager" status will receive a two (2) step pay increase above her regular rate of pay for the entire period that she works in that status. The Associate Nurse Manager will be entitled to receive the two (2) step pay increase only when the assignment is for more than two (2) consecutive pay periods. If the assignment exceeds two pay periods, a PAM approved by the Division Director/Vice President must be submitted to Human Resources. The Acting Nurse Manager will be a job basis employee and will not be entitled to overtime pay. Any nurse temporarily promoted to an Acting Nurse Manager will not lose his/her shift differential.

### **Section 4. Classification Appeal**

- A. Whenever an employee feels there is just cause to appeal a classification, the employee may apply for a review of the classification in writing to the immediate supervisor.

- B. Such a request, including a job description prepared by the employee shall be forwarded to the Director of Patient Care Services/Administrator by the employee's supervisor.
- C. Within fifteen (15) working days of receipt of request, a meeting will be convened between the Senior Vice President of Patient Care Services or designee and the Employee and the employee's representative.
- D. Within thirty (30) working days of such receipt for request of reclassification, the Senior Vice President of Patient Care Services or designee shall render a decision.
- E. If the employee is not satisfied with the decision, the employee may within ten (10) working days request a hearing by the director of Human Resources. At the hearing, the employee may be accompanied by a representative of the employee's choosing and may produce any documents and evidence to support the claim for reclassification. The director of Human Resources will explain the basis for the decision in the event the request is denied. The director of Human Resources shall hold such hearing within thirty (30) days of request.
- F. The director of Human Resources' decision shall be rendered within thirty (30) days and shall be final subject to review by the President of the Public Health Trust. In the event the request for reclassification is upheld, the employee shall receive appropriate compensation beginning with the pay period that the original request was initiated in writing. For purposes of this Article, employees relieving for vacation, short-term illness and emergency leaves of absence will not be eligible to apply for reclassification.

## **Section 5. Employee's File**

No evaluation, record of counseling, PAM, reprimand or disciplinary action notification, or any record of formal or informal counseling, shall be considered to be part of an employee's official record unless the employee has been offered or given a copy and has been afforded the opportunity to sign the document or to add the employee's written disagreement to it.

Upon prior request, employees shall have access to their personnel files. Nothing will be placed in an employee's file without knowledge of the employee. Employees shall have the right to attach written comments to items in their file and these comments shall become part of the official record. Employees may obtain one (1) copy of any item(s) in their file.

Employees who request in writing to be notified by the Personnel Administrator when anyone other than a County or PHT employee has received access to their file shall be so informed.

## **Section 6. Evaluation of Work Performance**

- A. Each nurse will receive an evaluation of her work performance at the end of the first six (6) months of employment, and at least annually thereafter. Regular part-time and on-call pool nurses will receive a yearly performance evaluation.
- B. The evaluators are ones who make frequent observations of the nurse's performance and share responsibility for the nurse's professional growth and development.

- C. The evaluator, oriented to the purpose and method of evaluation, will be the immediate supervisor of the nurse being evaluated. For ARNPs, the evaluation will be in conjunction with both the Nursing Supervisor and the Medical Director and the appropriate administrator. For nurses' whose immediate supervisor is not a Registered Nurse, a Director of Patient Care Services or designee will be assigned as the reviewer.
- D. The evaluator discusses the evaluation in conference with the nurse who has the right to make written comments on the form. A copy of the completed evaluation, signed and dated by both parties, is given to the nurse after it has been reviewed by the reviewer.
- E. If the evaluation is less than satisfactory, the employee shall be offered advice and counsel on how to improve performance and may be reevaluated within ninety (90) days.
- F. A permanent employee who receives a performance rating which is below standards may appeal the evaluation, in accordance with the grievance and arbitration procedure provided under Articles VII and VIII of the Agreement.
- G. An employee's step increase shall not be delayed beyond the employee's anniversary date if a supervisor does not complete the evaluation in a timely manner.
- H. If an employee's supervisor is a non-RN, the Senior Vice President of Patient Care Services will designate a nurse to serve as the reviewer of the evaluation. The appointed reviewer shall discuss the evaluation with the nurse being evaluated before signing off.

## **Section 7. Promotions**

- A. It is the policy of the Employer to encourage and give priority to promotions from within, thereby providing all employees with the opportunity to aspire to higher level positions within the PHT's operations.
- B. All promotions will involve a minimum increase of one (1) step except promotions to Associate Nurse Manager or Nurse Manager which will involve a minimum increase of two (2) steps.
- C. All promotions will involve a six (6) month trial period. Permanent status employees who are promoted and serving a trial period shall continue to retain their rights under this agreement.
- D. While nothing shall prevent a suitably qualified RN I from promotion to RN II at any time, all RN Is shall automatically be promoted to RN II pay status at the end of twenty-seven (27) months from their date of hire, only providing that the RN Is evaluation has met standards. In no case shall any nurse be retained in RN I pay or classification status longer than twenty-seven (27) months from her date of hire without the RNs expressed written approval.
- E. RN Is will be promoted to RN IIs at any time earlier than twenty-seven (27) months if the RN I exceeds standards in the performance evaluation criteria previously agreed to by the Union and the Employer on this issue. These criteria will be posted on each unit.
- F. **Effective October 12, 2003, paragraphs D and E above will be deleted.**

- G. Permanent status employees who are promoted and fail to successfully complete their 6 month trial period due to performance issues will be offered a vacant position in the previously held permanent status classification, if available, or may bump a probationary/trial employee in that classification.

## **Section 8. Longevity Bonus**

Annual longevity bonus payments will be made in accordance with the following schedule:

- (1) Upon completion of 15 years of full-time continuous County Service, 1.5% bonus payment of base salary.  
Upon completion of 16 years of full-time continuous County Service, 1.6% bonus payment of base salary.  
Upon completion of 17 years of full-time continuous County Service, 1.7% bonus payment of base salary.  
Upon completion of 18 years of full-time continuous County Service, 1.8% bonus payment of base salary.  
Upon completion of 19 years of full-time continuous County Service, 1.9% bonus payment of base salary.
- (2) Upon completion of 20 years of full-time continuous County Service, 2.0% bonus payment of base salary.  
Upon completion of 21 years of full-time continuous County Service, 2.1% bonus payment of base salary.  
Upon completion of 22 years of full-time continuous County Service, 2.2% bonus payment of base salary.  
Upon completion of 23 years of full-time continuous County Service, 2.3% bonus payment of base salary.  
Upon completion of 24 years of full-time continuous County Service, 2.4% bonus payment of base salary.
- (3) Upon completion of 25 years of full-time continuous County Service, 2.5% bonus payment of base salary.  
Upon completion of 26 years of full-time continuous County Service, 2.6% bonus payment of base salary.  
Upon completion of 27 years of full-time continuous County Service, 2.7% bonus payment of base salary.  
Upon completion of 28 years of full-time continuous County Service, 2.8% bonus payment of base salary.  
Upon completion of 29 years of full-time continuous County Service, 2.9% bonus payment of base salary.  
Upon completion of 30 years or more of full-time continuous County Service, 3.0% bonus payment of base salary.

The minimum amount of payment will be \$350.00.



## **Section 9. Educational Bonus**

All full-time unit employees with Certifications in their area of practice shall receive \$250.00 upon receipt of the certification. All full-time unit employees with a Baccalaureate degree in nursing will receive a one-time payment of \$520.00 upon receipt of their degree.

All full-time unit employees currently receiving the Master's degree allowance will continue to receive it annually. All full-time permanent employees as of June 3, 1997 who complete a Master's degree in a nursing program by September 30, 1999 will receive a \$1,040.00 bonus annually following receipt of the degree. All full-time employees with a Master's degree in nursing hired after June 3, 1997 and all full-time unit employees who earn their Master's degree in nursing after September 30, 1999 shall receive a one-time \$1,040.00 bonus.

These bonuses are not compounded in any one year. Eligible employees will receive only the higher bonus to which they are entitled.

## **Section 10. Reference Books and Periodicals**

- A. To assure a high quality of patient care, each division and/or each agency where employees perform duties, will have a designated area for reference books and current periodicals, relating to patient care given in the area or agency.
- B. Employees should submit their requests for certain books and publications for their use. Each agency or division will have a minimum of two (2) professional periodicals. These will be available to employees on all tours of duty.
- C. Employees shall have access to the University of Miami Calder Library for reference books and periodicals. With prior approval from the employee's supervisor, the Employer agrees to pay for Medline and copying service charges incurred by the employee.

## **Section 11. Parking Facilities**

The Employer will make every effort to provide adequate security in all parking facilities owned by the PHT especially during change of shifts.

The Employer will continue its practice of providing one (1) month free parking for all employees whose cars are vandalized or stolen.

Employees are encouraged to contact the Security Department for after-hours escort to and from parking facilities.

## **Section 12. New Equipment and Procedures**

In-service training regarding new equipment or procedures and training required by a licensing agency will be provided in all areas on all tours of duty.

**Section 13. Drug Discount**

Employees may purchase drugs at the pharmacy at a rate of cost plus 10%. A surcharge of one dollar (\$1.00) will be added for each visit to the pharmacy for prescriptions for one (1) person.

**Section 14. Tuition Reimbursement**

All eligible **full-time** bargaining unit employees employed by the Employer will receive 100% tuition reimbursement in accordance with the established policies and procedures maintained by the Employer. **Up to \$2,000/year may be used for continuing education, seminars, conferences and/or certification modules providing it is approved in advance by the Department of Education and Development.**

All **eligible** regular part-time **bargaining unit** employees will receive 50% tuition reimbursement in accordance with the established policies and procedures maintained by the Employer.

**Section 15. Job Specification Language**

- A. No employee covered by this agreement shall be required to do work outside the employee's classification, except under emergency conditions as declared by the President of the PHT, County Manager or their authorized representatives.
- B. The Union shall have a representative on the Performance Standards Committee. Whenever there is a proposed change in the job specification or title of a class within this Bargaining Unit from this Committee, the Employer shall notify the Union of the proposed changes in job duties. The Union shall receive a copy of the current job specification and the proposed job specification.
- C. Upon notification, the Union may request to meet and negotiate over the impact of such changes on unit employees as provided in Article V, Section 2.
- D. Proposed changes shall be publicized among employees.

It is understood by the parties that the duties enumerated in job specifications are not always specifically described and are to be construed liberally.

It is understood by the parties that the duties to be added in the proposed change in the job specification shall bear a reasonable relationship to the duties and responsibilities currently contained therein. Changes proposed by the Employer other than the addition of new duties, shall be reasonable under the circumstances. The Union may make proposals to the Director of Human Resources. The decision of the Director of Human Resources shall be final, subject to review by the President of the PHT.

**Section 16. Rubella and Hepatitis-B Vaccine**

Rubella and Hepatitis-B vaccine will be offered to all nurses as part of pre-employment physical as well as to those nurses currently employed. Appropriate titers will be drawn as necessary.

**Section 17. Injuries, Rehabilitation and Reorientation**

- A. Consistent with PHT and County policies, if a nurse is injured while on duty, the Employer will assist the employee in making application for worker's compensation. In the event the injury is of a nature which will inhibit the employee's ability to perform the employee's duties, the employee will be rehabilitated and reoriented to perform duties of a different nature.
- B. Eligible bargaining unit employees shall be entitled to eighty percent (80%) short-term disability leave benefits in accordance with coverage provided under the Miami-Dade County Code. (Section 2-56.27.1)

**Section 18. Child Care/Elderly Care**

The parties agree that the provisions of quality, non-profit care facilities on site can have a beneficial impact on employee morale, absenteeism and turnover. Therefore, it is agreed that, if either party requests it during the six months prior to the expiration of this Agreement, the parties shall establish a joint Care Committee to study the feasibility of on-site care centers, including their costs and the degree of interest. The Committee shall present its findings and any recommendations to both parties at least sixty (60) days prior to the expiration of this Agreement.

**Section 19. Scope of Nursing Practice**

It is agreed that, except in emergency situations employees will not be expected to routinely perform duties outside the general scope of nursing practice. Consistent short staffing, whether of RNs or support personnel shall not be considered as emergency situations. The employer agrees to make a good faith effort to minimize non-nursing duties and to identify and reduce such duties.

**ARTICLE XVI - VACANCIES, TRANSFERS, REASSIGNMENTS, UNIT MERGERS AND FILLING VACANCIES**

**Section 1. Shift Transfers, Posting and Filling of Vacancies and Reassignments**

- A. **Shift Transfers.** Recognizing that access to preferred shifts by nurses can make an important contribution to nurse morale and retention, the parties agree that all available shifts shall first be posted in the unit for a period of 7 days and made available to nurses within the unit by unit seniority.
- B. **Posting of Vacancies.** All unit available vacancies shall be posted in the unit and concurrently throughout all PHT facilities. If employees under paragraph A do not express interest in the vacancy within the first fourteen (14) days of posting, the vacancy shall continue to be posted on bulletin boards located throughout PHT facilities until a job offer is made by Recruitment Services. With written notice to the Union, the Employer may offer

employment to an employee prior to the end of the fourteen (14) day posting period, provided that:

1. More than one (1) vacancy exists in the unit.
2. Priority for shift selection under A above is maintained.

Recruitment Services is responsible for posting all vacancies for which a personnel requisition has been submitted.

- C. **Filling of Vacancies.** During this posting period, current employees with the necessary qualifications will be given preference over outside applicants. When skill, competency and ability are considered substantially equal in the judgement of the Employer, seniority shall be the deciding consideration in filling vacancies. All employees who apply for a posted vacancy shall be advised of the vacancy status as soon as practical. An employee's current salary will not be a determining factor when considering employees for transfer.
- D. There will be no less than two (2) nor more than three (3) weeks notice to the department from which an employee is transferred. In the event that the position being vacated is critical to the operation of the unit, the employee may be retained until such time as the employee is replaced, but for no more than sixty (60) days. However, for pay purposes, transfers will be effective at the beginning of the pay period following acceptance.
- E. An employee returning to a previous permanent status classification within one (1) month will be transferred to the employee's previous position and department unless the position has been abolished or has been filled by another employee with permanent status in the classification for that position. In the event the former position is not available, the returning employee will be offered a vacant position in that classification or will replace a probationary/trial employee in that classification.
- F. If it becomes necessary to reduce FTE's in a unit, the hospital will first seek volunteers in a unit. If there is an insufficient number of volunteers, affected employees will be reassigned in inverse order of hospital-wide seniority in the classification consistent with the reassignment procedure in Appendix D.

## **Section 2. Unit Mergers**

When one or more units are merged, the following procedure will be utilized:

- (A) The unit seniority of all affected employees shall be maintained and merged into one new unit seniority list. Any shift selections or vacation scheduling in accordance with the Collective Bargaining Agreement will be based upon this merged seniority.
- (B) In the event that a unit merger necessitates the elimination of any positions, the reassignment procedure will be followed and, unless there are volunteers, the employee with the least hospital-wide seniority in the affected classification of the new merged unit will be reassigned and/or offered the opportunity to voluntarily demote.

## **ARTICLE XVII - ORIENTATION AND CROSS-TRAINING**

For purposes of administering the parties' orientation and cross-training programs, the term "new employee orientation" shall mean the instruction provided to new employees upon hiring, "incumbent orientation" shall mean an instruction program of twenty-four (24) hours or less, and the term "cross-training" shall mean an instruction program of more than twenty-four (24) hours.

### **Section 1.                      Orientation**

- A.     The Employer agrees to continue the new employee orientation program for employees upon initial hire. A nurse shall not be expected to work in an area of practice to which the employee has not been oriented/cross-trained except in emergency circumstances.
- B.     A RN who is new to a unit but not to the Hospital will receive orientation to that unit and to the employee's job responsibilities within it. If an RN is expected to work in more than one unit, the employee will be appropriately oriented to each unit.
- C.     Orientation shall be offered and floating distributed on a non-discriminatory basis.
- D.     An incumbent employee's orientation for a new unit may be extended up to thirty-six (36) hours if the employee has not yet completed instruction on all of the items on an orientation checklist.
- E.     No RN shall be required to take more than two (2) incumbent orientations during any twelve (12) month period without entering a formal cross-training program.

### **Section 2.                      Cross-training**

- A.     When an employee is cross-trained, an initial assessment of competence will be done and an organized, documented training program, using tools such as checklists, will be provided in order to ensure the safe delivery of quality patient care. The nurse and the person responsible for the cross-training shall mutually acknowledge in writing when the cross-training has been successfully completed. Attainment and maintenance of necessary skills and competency needed to practice in the intended unit will be documented.
- B.     The Employer shall continue to have the authority to determine the number of employees within a Division/Unit who are to be cross-trained. Once the Employer determines the number of employees to be cross-trained, the employees will be chosen first from volunteers by unit seniority. If sufficient volunteers are not available to meet hospital needs, nurses may be assigned in inverse order of unit seniority in the classification, provided, however, that the Employer may excuse a probationary employee from being required to enter a cross-training program.
- C.     When a Division/Unit institutes a cross-training program, it will develop a schedule to ensure that all necessary personnel are put through the program and will establish a rotational system for floating those employees who have been cross-trained. The

Employer shall continue to have the authority to schedule an employee's cross-training consistent with the Division/Unit's staffing requirements.

- D. The parties will explore cross-training across divisional lines as part of the Quality Nurse and Career Development Committee.

## **ARTICLE XVIII - LAYOFFS, RECALL AND REEMPLOYMENT RIGHTS**

### **Section 1. Procedure**

- A. Layoff, defined, is the separation of an employee for lack of work or funds as determined by the Employer; or due to the reductions in or the contracting out of services, without fault or delinquency on the employees' part.

In the event of a layoff, employees will be laid-off and recalled in accordance with the procedures established herein.

- B. The procedure will apply to full and regular part-time bargaining unit employees in the statuses of permanent, substitute, and probationary. Seniority points will be calculated for each affected employee. In calculating seniority points one (1) point will be assigned for each month of full-time service, one-half (0.5) point will be assigned for each month of part-time service. Points for months of service are simply totaled with the final number being the retention score.
- C. The Employer will make every effort to give sixty (60) days notice to the Union of any decision to layoff unit members. No less than twenty-one (21) days written notice will be given to bargaining unit members who were laid-off or demoted. A copy of such notice will be simultaneously sent to the Union.
- D. In connection with the parties' commitment to the Reeducation and Skills Enhancement Program, for purposes of layoffs the parties have agreed to use three (3) lists, which are identified in Appendix E.
- E. In the event of a layoff the Employer shall select the appropriate list(s) from Appendix E. These procedures include all affected nurses in the classifications of Administrative Nurse I, Nurse I, Nurse II, Nurse III, Nurse IV, Nurse Midwife, Advanced Registered Nurse Practitioner, Certified Registered Nurse Anesthetist, Corrections Health Nurse 1 and 2, Associate Head Nurse, and Head Nurse, including those Nurses providing services to the affected units on the list, although administratively assigned to another cost code. Layoffs will be done in inverse order of seniority by classification, within the affected list(s). Employees in the statuses of temporary relief and on-call pool, on the affected list(s), will be terminated prior to any full-time or regular part-time employee in the bargaining unit being impacted by lay-off.
- F. Bargaining unit employees on one list are not eligible to displace employees on another list. Full-time employees will automatically bump into any classification on the affected list(s), in which they previously held permanent status.

- G. During the twenty-one (21) day notice period, nurses who have been bumped shall be given five (5) calendar days to select, by hospital-wide seniority, a reassignment to a vacant position on the affected list(s). The union will be responsible for facilitating this process.
- H. Part-time employees on the affected list(s) can only bump within the bargaining unit. It is understood that in a layoff, part-time employees may be required to move to full time status in order to exercise bumping rights. Reasonable efforts will be made to ensure that part-time employees may continue in part-time status. Full-time employees shall not be required to accept part-time positions.
- I. All time served in the higher classification will be credited as time served in lower classifications within the bargaining unit. Bargaining unit employees who previously held permanent status in classifications outside of this bargaining unit will be subject to the applicable layoff procedures of the classification to which they are displaced.
- J. For purposes of layoff only:
1. Time served as a Nurse I will count towards time as a Nurse II.
  2. Time served as a Corrections Health Nurse I will count towards a Nurse II classification. The time served as a Corrections Health Nurse II will count towards a Nurse III classification. Time served as an Administrative Nurse I will count towards a Nurse III classification. Nurses working in Corrections Health Services will be paid as Corrections Health Nurse I or Corrections Health Nurse II. Corrections Health Nurses working in an ambulatory setting will be paid as a Nurse II, III, Associate Head Nurse or Head Nurse.
  3. Those nurses enrolled in Critical Care Internships or other specialty programs internships will be considered to be members of the Division/Department sponsoring the program, rather than members of their previously assigned unit.
  4. No bargaining unit employee on the affected list(s) shall be laid-off in lieu of maintaining a full-time equivalent traveler, agency or TR nurse on the affected list(s). Following a layoff, TR and agency RNs may be used during the necessary transition time specifically to cover for orientation and cross-training that may be required as a result of layoff.
- K. Employees who have been displaced will be given priority consideration for other opportunities in PHT training programs and on-call/pool vacancies.
- L. The County and PHT agree that County employees cannot bump bargaining unit employees working for the PHT nor can PHT Bargaining Unit employees bump County Bargaining Unit employees.

## **Section 2.**

### **Recall**

- A. Employees will be recalled in inverse order of layoff. Employees that have been laid-off will have recall rights to vacancies in their previously held position for a period of two (2) years from the date of layoff.
- B. The Union will be notified of all employees on recall lists and vacancies, as offered and accepted.

## **ARTICLE XIX - CONTRACTING OUT**

If the PHT solicits bids or proposals from the public to contract out services currently being performed by members of the bargaining unit, the PHT will notify the union. Notice of the solicitation will be provided as soon as practicable but in no event later than members of the general public are notified. If the County Commission solicits bids or proposals from the public to contract out services currently being performed by members of the bargaining unit, the PHT will provide the Union with notice as soon as it receives notice of the County Commission's solicitation.

Upon request by the Union, the PHT shall make available for inspection any and all documents publicly available relating to the services contemplated for contracting out, prior to action being taken by the Employer to accomplish the contracting out.

## **ARTICLE XX - REEDUCATION AND SKILLS ENHANCEMENT PROGRAM**

In the interest of minimizing the need for layoffs of bargaining unit members and to prepare RN's to follow the workflow needs of the hospital, the parties agree to institute, monitor and support the Reeducation and Skills Enhancement Programs identified below and to devote time in the Quality Nursing and Career Development (QNCD) Committee to explore outside funding sources for these programs.

### **A. General Description of Programs:**

- 1. Every reasonable effort shall be made to provide ongoing educational programs in Critical Care, Perioperative/OR and other specialty areas for bargaining unit members to meet staffing needs of the hospital.
- 2. If the PHT determines that a floatpool is necessary to meet the fluctuating census needs of the various units, it may create a full time Medical/Surgical RN floatpool and/or a Critical Care floatpool. Vacancies in floatpools will be offered first to volunteers on the basis of seniority. If sufficient volunteers are not available, the Employer may fill the remaining vacancies using regular hiring practices.
- 3. The hospital agrees to establish a learning center to facilitate the goals and success of the educational program.



**B. Selection and Training Criteria:**

1. Applicants for the programs must meet the selection criteria and basic skills established by the Employer. The Quality Nursing and Career Development Committee will discuss the selection criteria and may make recommendations to the Senior Vice President of Patient Care Services, who shall continue to have the authority to determine the selection criteria and basic skills necessary for the program. Applicants meeting the selection criteria and basic skills will be placed on a list for selection in order of hospital-wide seniority. Any qualified persons remaining on the list after a class is filled shall be ranked in order of their seniority and will be selected ahead of all other applicants to fill up to thirty percent (30%) of the openings in the next available class.
2. No RN shall be denied admittance to a program because of short staffing in her unit or division.
3. Program preceptors shall be selected for their clinical, educational and interpersonal communication skills. Preceptor courses will be continued and made available to interested nurses. Reasonable efforts will be made to adjust the preceptor's assignment while serving as a preceptor.
4. If a bargaining unit member with permanent status fails to successfully complete the program, she will return to her previous position and unit, if available, or other comparable position within the division.
5. The probationary period in a new position shall begin at the conclusion of the reeducation and unit orientation program.
6. All employees who successfully complete the Critical Care internship shall identify their ICU areas of interest and shall be interviewed for those available positions. They shall be selected in areas of need through the standard interview and selection process. As long as ICU area vacancies exist, each bargaining unit member shall be placed in such setting.

**ARTICLE XXI - GROUP INSURANCE**

- A. The County's and PHT's contribution for group health insurance shall not exceed the amount it contributes toward single employee coverage and no contribution shall be made for dependent coverage.
- B. The parties agree that bargaining unit employees will be offered the opportunity to become members of a qualified Health Maintenance Organization pursuant to law and in accordance with all rules, regulations, and procedures pertaining thereto prescribed by the Employer and the qualified Health Maintenance Organization.
- C. The parties agree that bargaining unit employees will be offered the opportunity to participate pursuant to law and in accordance with all rules, regulations,

and procedures pertaining thereto prescribed by the Employer and the Internal Revenue Code.

1. The PHT will provide a \$10.00 biweekly contribution to the Flexible Benefits Plan to employees enrolled in the JMH Health Plan HMO.
  2. The County/PHT will continue to provide an annual \$400 contribution to the Flexible Benefits Plan paid in biweekly increments for County/PHT employees eligible for group health insurance or the Flexible Benefits Plan. **Effective January 5, 2003, this annual contribution will be increased by \$200 to a total of \$600. Effective January 4, 2004, this annual contribution will be increased by \$200 to a total of \$800. Effective January 2, 2005, this annual contribution will be increased by \$200 to a total of \$1,000.**
  3. All employees enrolled in the County/PHT's Point of Service/Managed Health Care Group Insurance Plan shall be required to pay three percent (3%) of the cost of single coverage of this plan.
- D. The Union will have the option, in accordance with the specific terms and conditions contained in Appendix F which is attached hereto and made a part hereof by reference, to offer bargaining unit employees a Union-sponsored health insurance plan provided a minimum of one hundred (100) nurses enrolled in the Plan.

#### **ARTICLE XXII – NURSING REPRESENTATION ON COMMITTEES**

- A. The parties are jointly committed to the principle of nurse participation in all standing and special committees which discuss and recommend action which affects delivery of nursing care or the conditions under which nurses work.
- B. To this end, bargaining unit nurses will be included as full members of all such committees. The number of bargaining unit nurses included on any particular committee, ~~where not~~ separately specified elsewhere in this Agreement, shall be by mutual agreement between the parties.
- C. The selection of the individual nurses to serve on each committee shall in all cases be at the discretion of the Union, which shall inform the Employer in writing of the names selected. Whenever more than one (1) nurse is to be included on a committee and the committee composition is not separately specified elsewhere in this Agreement, the Union will endeavor to select committee nurses who are interested in the work of the Committee from different areas, shifts, etc., of the bargaining unit.
- D. Existing committees covered by this Article include, but are not limited to:
  1. Joint Labor-Management Committees
    - a. Employee-Employer Management Conference Committee
    - b. Joint Health and Safety Committee
    - c. Quality Nursing and Career Development Committee
    - d. ARNP Committee

## **2. Other Hospital/Medical Staff Committees**

- a. Affirmative Action Committee
- b. Employee Assistance Program Committee
- c. Bio-Ethics Committee
- d. Health & Safety Committee
- e. ICU Committee/Critical Care Committee
- f. Infection Control Committee
- g. Health Information Management Committee
- h. Nursing Policy and Procedure Committee
- i. Pharmacy & Therapeutics Committee
- j. Product Review & Analysis Committee

It is recognized that committees will not be used for continuing negotiations.

## **ARTICLE XXIII - SAFETY AND HEALTH**

### **Section 1. General Recognition**

It is the responsibility of the Employer to provide safe and healthy working conditions in all present and future installations and to enforce safe working practices.

Nothing in this Agreement shall imply that the Union has undertaken or assumed any legal liability to provide a safe workplace.

### **Section 2. Joint Health and Safety Committee**

#### **A. Purpose**

The purpose of the committee is to identify and investigate health and safety hazards and make recommendations on preventive measures. Additionally, the committee will assist in monitoring all ongoing health and safety programs to assure their effectiveness in preventing hazardous working conditions. Investigation and monitoring may include work site inspections as requested by the Union.

The committee shall have the authority to make recommendations to correct health and safety hazards. The committee may research and make recommendations for safer substitutes or modifications to the new equipment, medical treatments and/or processes to the Product Review Analysis Committee.

The Employer shall provide the Committee on a quarterly basis with data containing the vital information on all work related injuries and illnesses, including but not limited to injury-on-duty quarterly, reports which will include needlestick and sharps injuries.

#### **B. Establishment**

The Employer will continue to comply with applicable federal, state, and county laws and regulations pertaining to occupational safety and health. To this end, any unsafe conditions

reported by employees will receive priority corrective action by Management. If an employee believes a task or area is hazardous or unsafe the employee will inform his/her immediate supervisor. If the employee and supervisor do not agree on the matter, the employee will have direct access to the Management personnel on that shift who has been designated by the Employer to resolve possible imminent danger hazards. The decision of this designated Management personnel shall be final. Every reasonable effort will be made to remedy such conditions as soon as possible.

**C. Make-up of the Committee**

The committee shall be composed of eighteen (18) members. Nine (9) members may be designated by the Employer. Nine (9) members may be designated by the Union with no more than one (1) per patient care unit. The Committee will be co-chaired by Union and Management.

**D. Meetings and Agenda**

The Committee shall meet at least monthly and at other times when either side feels that there is a health and safety issue that requires immediate attention from the Committee. Each party will submit to the Chair for that meeting an agenda of topics to be discussed at least five (5) days prior to the regularly scheduled meetings. Either side may place any safety and health issue on the agenda.

**Section 3. New Practices and Procedures**

The Employer will inform the Union as soon as possible of the planned implementation of any new equipment, medical treatment and/or processes. Employees who are affected by any new equipment, medical treatment and/or processes shall be provided, prior to implementation, with the strongest feasible protection from hazards including but not limited to engineering controls, personal protective equipment, safer substitutes, and proper education and training.

**Section 4. Protection from Respiratory Hazards and Infectious Diseases**

**A. Infectious Diseases**

The Employer shall provide the strongest feasible protection to employees from occupational transmission of bloodborne and airborne infectious diseases, including but not limited to Tuberculosis and HIV/AIDS, through the use of engineering controls, work practice controls, personal protective equipment, training and education and the development of a comprehensive bloodborne and airborne infectious disease program.

**B. Asbestos**

The Employer shall inform all employees about all known materials that contain asbestos in their work areas. The Employer shall notify all employees of asbestos removal in work areas where asbestos removal is scheduled to take place; supply copies of asbestos air monitoring for that area; and ensure the strongest feasible protection is provided to employees in the area where removal procedures are being performed.

The Employer shall provide a contact person and phone number for questions regarding asbestos-containing materials and to report any damage to asbestos-containing materials. The Employer must post the name and number of the contact person throughout the hospital.

#### **Section 5. On the Job Assault**

The Employer has a responsibility to take all reasonably practical steps to protect employees from physical assault on the job. No employee shall be disciplined for using reasonable measures to protect himself/herself from assault.

The Health and Safety Committee shall make recommendations on policies to prevent on the job physical assault, manage violent situations and provide support to workers who have experienced or face on the job assault.

#### **Section 6. Security**

The Employer will provide secure, limited access to all PHT facilities to protect bargaining unit employees and patients. Ongoing issues of security shall be addressed in the Health and Safety Committee.

### **ARTICLE XXIV - QUALITY NURSING AND CAREER DEVELOPMENT COMMITTEE**

#### **Section 1. Establishment**

To further their common goal - the delivery of quality healthcare to patients by nursing staff who are personally and professionally challenged, the Quality Nursing and Career Development (QNCD) Committee will be formed and will have nurse representation from throughout the bargaining unit.

#### **Section 2. Purpose**

The purpose of the QNCD Committee is to establish a mechanism for constructive discussion of matters related to the quality of patient care and professional nursing practice and to ensure ongoing professional nurse development. Types of issues that should be brought to this committee include but are not limited to changes in staffing levels, alternate work schedules, job descriptions, non-nursing duties, educational and recognition programs, mentorship activities and recruitment and retention activities. Except as provided herein, the committee shall not be limited in the matters it may discuss pertaining to patient care or nursing practice.

#### **Section 3. Matters Eliminated from Discussion**

The following shall not be discussed by the QNCD Committee without mutual consent, unless they are raised in the context of defining a more general problem within the brief of the QNCD Committee:

- A. Pending grievances or items properly handled under the grievance procedure.
- B. Individual disciplinary actions and individual performance evaluations.

- C. Matters or processes for which there are established joint committees or procedures. It is recognized that the QNCD Committee will not be used for continuing negotiations.

#### **Section 4. Make-up of the Committee**

The Committee shall be composed of no more than one representative per one-hundred (100) bargaining unit RNs selected by the Union, however, no more than one (1) per patient care unit.

The Senior Vice President of Patient Care Services may designate up to eight (8) management representatives to the QNCD Committee. The parties agree to each designate a committee representative to serve as co-chairs.

#### **Section 5. Meetings and Agenda**

The Committee will meet at least monthly. Committee members will be granted necessary paid time off for meetings, as provided under Article VI of this Agreement. Each party will submit its agenda of topics to be discussed at least five (5) calendar days prior to the scheduled meeting. When an agenda item submitted by a Committee representative indicates the involvement of a Hospital Center or area of the Hospital not represented on the Committee, the Employer agrees that a representative of said Hospital Center or area will attend the QNCD Committee meeting.

#### **Section 6. Recommendations**

The Committee shall make reasonable and good faith efforts to develop broad consensus on the issues before it and to make recommendations as expeditiously as possible. Majority recommendations shall be forwarded in written form to the Senior Vice President of Patient Care Services.

### **ARTICLE XXV - MANAGEMENT RIGHTS AND SCOPE OF THIS AGREEMENT**

- A. It is understood and agreed that the Employer possesses the sole right, duty and responsibility for operation of Employer facilities, and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of this Agreement.
- B. These rights include, but are not limited to the following:
- (1) Determine the missions and objectives of the Employer;
  - (2) Determine the methods, means and number of personnel needed to carry out Employer responsibilities;
  - (3) Take such actions as may be necessary to carry out services during emergencies declared by the Employer;
  - (4) Direct the work of the employees, determine the amount of work needed, and in accordance with such determination relieve employees from duty or reduce their

hours of work. In addition, relieve employees from duty or reduce their hours of work for lack of work or funds or other legitimate reasons;

- (5) Discipline or discharge employees for just cause in accordance with applicable sections of the Miami-Dade County Code and the personnel rules of the Employer including the right to make reasonable rules and regulations for the purpose of efficiency, safe practices and discipline. The Employer will inform the Union of any changes in the existing rules and regulations before such changes are made effective;
- (6) Schedule operations and shifts;
- (7) Introduce new or improved methods, operations or facilities;
- (8) Hire, promote, transfer or assign employees;
- (9) Schedule overtime work as required;
- (10) Contract out for goods and services;
- (11) Establish health care policy and determine relationships between the Employer and governmental, educational and community agencies.

C. The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to the subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereto, and constitutes the sole, entire and existing Agreement between the parties hereto, and supersedes all prior Agreements and undertakings oral and written, express or implied, or practices, between the Employer and the Union or its employees, and expresses all obligations and restrictions imposed on each of the respective parties during its term.

#### **ARTICLE XXVI - TOXICOLOGY AND ALCOHOL TESTING**

The Employer and the Union recognize that employee substance and alcohol abuse can have an adverse impact on Miami-Dade County government, the PHT's operations, the image of employees and the general health, welfare and safety of the employees, and the general public.

The Employer shall have authority to require employees to submit to toxicology and alcohol testing designed to detect the presence of any controlled substance, narcotic drug, or alcohol. The Employer agrees that requiring employees to submit to testing of this nature shall be limited to circumstances that indicate reasonable grounds to suspect that the employee is under the influence of such substances, suffers from substances or alcohol abuse, or is in violation of the Personnel Rules or Departmental Rules and Regulations regarding the use of such substances. Employees reasonably believed to suffer from substance abuse may be referred, at the department's discretion, to the Employee Assistance Program. An employee who voluntarily seeks assistance for substance abuse may not be disciplined for seeking assistance. However, voluntary

participation in a substance abuse program shall not preclude discipline for the employee should job performance or employee conduct issues arise.

It is further understood by the parties that the aforementioned authority to require that employees submit to such testing be approved by a division director, or higher authority within the department to ensure proper compliance with the terms of this article. An employee who is to be tested in accordance with the provisions of this article, will be permitted to make a phone call to the Union. This phone call shall not prevent, inhibit, or unreasonably delay the testing of such employee.

The results of such test or the employees' refusal to submit to toxicology or alcohol testing as provided for in this article, can result in appropriate disciplinary action in accordance with the applicable provision of the County Code, the Personnel Rules, Departmental Rules and Regulations and this Collective Bargaining Agreement.

The parties agree that toxicology and alcohol testing are an acceptable part of regularly scheduled Employer required physical examinations.

## **ARTICLE XXVII - PHYSICAL AND PSYCHOLOGICAL IMPAIRMENTS**

A department director or their authorized representative(s) shall have the authority to require employees that have been determined, through reasonable suspicion, by the Department to possibly suffer from a physical, psychological or psychiatric impairment which may prevent the employee from satisfactorily performing the complete duties and responsibilities of her position, to submit to a physical, medical, psychological, or psychiatric examination deemed necessary for purposes of determining the employee's fitness to perform the complete duties and responsibilities of her position.

Such examinations will be performed by a physician approved and appointed by the Employer. The results of such examination(s) shall be promptly furnished to the concerned department director or their authorized representative. The results of the applicable information submitted by the examining physician to the Employer should be limited to information that is pertinent to the issues of the employee's ability to perform the duties and responsibilities of her position.

Based upon the results of such examinations, and other relevant information, the department director may place the employee on either paid or unpaid compulsory leave in accordance with the provision of the Leave Manual until such time as the department is satisfied that the employee can return to work. The department may require the employee or attending physician to furnish additional pertinent medical reports or information deemed necessary while the employee is on compulsory leave. The period of compulsory leave shall not exceed one (1) year. Should the condition be corrected and so certified by the attending physician or psychologist, the employee may petition the Department for reinstatement. If the employee's petition for reinstatement is denied by the department, disciplinary action must be initiated by the department in accordance with the Personnel Rules. Nothing in the provision of this article shall prevent the concerned department from administering appropriate disciplinary action in accordance with the Personnel Rules and this Collective Bargaining Agreement.



## **ARTICLE XXVIII - ASSIGNABILITY OF CONTRACT**

The provisions of this Agreement shall be binding upon the parties hereto and upon their successors and assigns for the full term of this Agreement. The parties agree that the terms and obligations herein contained shall not be affected, modified, altered or changed in any respect by the transfer or assignment by the Employer of any or all of its property, control, ownership or management or by any change in the legal status of the Employer or any part thereof.

## **ARTICLE XXIX - MISCELLANEOUS**

Should any part of this Agreement or any portion herein contained be rendered illegal, legally invalid or unenforceable by a Court of competent jurisdiction, or by the decision of any authorized governmental agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof. In the event of such occurrence, the parties agree to meet immediately, and, if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts and provisions of this agreement shall remain in full force and effect.

## **ARTICLE XXX - STRIKES AND LOCKOUTS**

There will be no strikes, work stoppages, picket lines, slowdowns or concerted failure or refusal to perform assigned work by the employees or the Union and there will be no lockouts by the Employer for the duration of this Agreement. The Union guarantees to support the Employer fully in maintaining operations in every way.

Any employee who participates in or promotes a strike, work stoppage, picket line, slowdown, or concerted failure or refusal to perform assigned work may be discharged or otherwise disciplined by the Employer.

It is recognized by the parties that the Employer and the Union are responsible for and engaged in activities which are the basis of the health and welfare of our citizens and that any violation of this section would give rise to irreparable damage to the Employer and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this section the Employer shall be entitled to seek and obtain immediate injunctive relief. However, it is agreed that the Union shall not be responsible for any act alleged to constitute a breach of this section if it can show that the Union did not instigate, authorize, condone, sanction or ratify such action, and further, that the Union has used every reasonable means to prevent or terminate such action.

## **ARTICLE XXXI - TERM OF AGREEMENT**

- A. The collective bargaining agreement between the PHT, Miami-Dade County and Local 1991, Service Employees International Union, AFL-CIO, shall be effective October 1, 2002 and continue to September 30, 2005.
- B. Either party may require by written notice to the other no later than June 30, 2005 negotiations concerning modifications, amendments, and renewal of this Agreement to be effective October 1, 2005.



## **Appendix A**

### **CLASSIFICATIONS**

Effective October 12, 2003

Administrative Nurse 1  
Advanced Registered Practitioner Nurse (ARNP)  
**Associate Nurse Manager**  
Certified Nurse Midwife  
Certified Registered Nurse Anesthetist (CRNA)  
**Clinical Care Coordinator**  
**Clinical Nurse Specialist**  
**Clinical Research Coordinator**  
**Clinical Service Coordinator**  
**Clinical Staff Nurse**  
**Clinical Staff Nurse/Corrections Health Services**  
**Enterostomal Therapist**  
**Enterostomal Therapist Coordinator**  
**Nurse Educator**  
**Nurse Educator/Corrections Health Services**  
**Nurse Manager**  
**Nurse Recruiter**  
**Quality Management Education Coordinator**  
**Trauma Coordinator**



## APPENDIX B

In accordance with Article 10, Hours of Work and Overtime, Section 6, Alternative Schedules of the collective bargaining agreement and in response to the Union's proposals, the following are conditions for the new 12½ hour shift (11 hours paid).

1. Employees in the following units who currently work a 12½ hour shift, three (3) days one week and four (4) days the next week will be allowed to continue their present shifts.

Surgical Hospital Center

Trauma Intensive Care Unit  
Trauma Operating Room  
Trauma Post-Anesthesia Recovery Room  
Trauma Resuscitation  
Operating Rooms  
Post-Anesthesia Recovery Room  
Surgical Intensive Care Unit  
Cardiac Surgical Intensive Care Unit  
Burn Unit

Medical Hospital Center

Bone Marrow Transplant Unit  
Coronary Care Unit  
Medical Intensive Care Unit  
West Wing 12

Ortho-Rehab-Neuro Hospital Center

Neuro-Surgical Intensive Care Unit  
Neuro-Medical Special Care Unit

Children's Hospital Center

Newborn Intensive Care Unit  
Newborn Intermediate Care Unit  
Pedi Medical Special Care Unit  
Pedi Surgical Special Care Unit  
Pedi Intensive Care Unit

Women's Hospital Center

Labor, Delivery and Recovery (Nurses and Midwives)

Ambulatory Care Center

Urgent Care Center

Emergency Care Center

Professional Services Radiology

Radiology

Satellite Operations

Jackson North Maternity Center (Midwives)

2. These employees will be paid for 11 hours each shift and will have a total of 1½ hour non-paid break each shift. The 1½ hour non-paid break may be utilized as deemed appropriate to the patient care needs of the unit.
3. Unplanned PL time will not be counted toward overtime. One planned PL shift weekly may be counted toward overtime calculations (the exception being Thanksgiving week when two (2) personal leave days may be taken).
4. Calculations for personal leave and extended illness leave shall be based on the calculations for eight and one-half (8½) hour shifts. However, employees shall earn an additional 26 hours of personal leave per year (shorter or longer periods of time will be prorated).
5. These employees will not normally be scheduled for more than three (3) consecutive days on duty or more than seven (7) days on duty within a period of fourteen (14) consecutive days.
6. These employees will continue to receive thirty-six (36) hours paid educational leave as defined in Article XII, Paid Educational Leave.
7. The Senior Vice President of Patient Care Services, her designee and Labor Relations may meet monthly with the Executive Director of SEIU Local 1991 and her designee to review this schedule.
8. These employees shall be considered full-time for benefits.
9. This agreement identifies a different shift than those existing in the current contract. Therefore, the terms of this agreement apply solely to the shift identified herein. It does not alter or modify any of the terms or conditions of employment with respect to other shifts contained in the existing collective bargaining agreement.

In closing, it is understood by the Parties that this scheduled may be unilaterally changed by the PHT Administration with six (6) weeks notice to the Union.

## **APPENDIX C**

### **Units Identified as Excluded from In-patient Unit Differential**

Breast Center/Diagnostic Treatment Center  
Radiology  
Cardiac Cath Lab  
Pedi Dialysis  
ACC East Wing/West Wing  
JMH Healthplan  
Transplant Clinic  
Education Department at JMH Towers  
Health Office  
WW12 Same day Chemo  
Park Plaza West Women's Center  
Poison Information Center  
GI Station  
Clinical Resource Management  
**Ward D**  
**Pediatric Special Procedures Room**





## **APPENDIX D**

### **Reassignment Procedure**

If it becomes necessary to reduce the FTE's in a unit, the hospital will first seek volunteers in the unit. If there is an insufficient number of volunteers, affected nurses will be reassigned in inverse order of hospital-wide seniority in the classification, consistent with the following reassignment procedure:

- 1) Meeting dates will be scheduled with the Senior Vice President, Patient Care Services, the Director of Patient Care Services, Labor Relations and the Union to discuss the reassignment.
- 2) Appropriate available positions on the affected list will be frozen.
- 3) The Employer will notify the Union, in writing, of the affected unit(s), the affected nurses by name, hospital-wide seniority date by classification, the appropriate available positions in the affected classification and the effective date of reassignment.
- 4) The number of volunteers, in the affected classification(s), accepted from each affected unit(s) will not exceed the number of FTE's being reassigned from that unit. Volunteers from the affected unit(s) will be accepted on a hospital-wide seniority basis in the classification(s).
- 5) The volunteer reassignment process will generally be completed within two weeks of notification to the employee(s). Notification of involuntary reassignments will be completed within 72 hours of completion of the voluntary process.
- 6) Hospital-wide seniority in the classification(s) will prevail in the selection of the appropriate available positions.
- 7) The unit seniority of the affected nurses shall be maintained and merged into one unit seniority list. Any shift selections or vacation scheduling in accordance with the Collective Bargaining Agreement will be based upon the merged seniority.
- 8) This procedure will not be used in the layoff procedure of the Collective Bargaining Agreement.



## APPENDIX F

### UNION-SPONSORED INSURANCE PLAN

Service Employees International Union (SEIU), Local 1991, herein after referred to as the Union, the Public Health Trust herein after referred to as the Employer, agree that the Union shall have the right to offer employees in the SEIU bargaining unit an optional alternative health insurance plan beginning on January 1, 1998, under the following conditions:

1. Schedule

The offering of any Union-sponsored plan will be made in accordance with the following schedule:

June 1, 1997. The Employer will provide to the Union a statement specifying the Employer's average cost for health insurance for employees in the bargaining unit as of January 1, 1997, based on the formula:

- $$\frac{\text{Total Projected Cost of Insurance Paid by the Employer on Behalf of Unit Members for 1997}}{\text{Total Number of Participating Employees in the Unit}}$$

June 30, 1997. The Union will provide to the Employer, in writing, a statement as to whether it plans to make available a Union-sponsored insurance plan.

August 1, 1997. The Union will provide to the County a written description of its plan design and the rates it expects to charge employees. This date may be extended up to fifteen (15) days by mutual agreement. If the required information is not supplied by this date or the parties have not mutually agreed to extend the date, it will be assumed that the Union has decided not to offer a Union-sponsored plan, and employees will not be offered such an option.

September 1, 1997. The Union will provide the Employer with sufficient copies of plan descriptions to distribute to employees. The Employer will make such copies available to unit members in the same manner as copies of plan descriptions for the Employer's own plans are made available. The same date will be used in subsequent years.

December 1, 1997. The Employer will provide the Union with a reconciled calculation of the rate it will contribute to the Union-sponsored plan based on actual enrollment in the plan, calculated in accordance with the following paragraph.

2. At the beginning of the last pay period immediately prior to the effective date of open enrollment for 1998, the Employer will advance to the Union the Employer's portion of the insurance premium attributable to Union Plan enrollment for the first pay period in 1998, as calculated below.

3. Calculation of Employer Contribution Rate

(a) The parties understand that this agreement to provide for a Union-sponsored insurance plan is based on the Union's assistance that whatever insurance plan it offers, it will not

result in an increase in the amount the Employer spends on insurance for members of this bargaining unit.

(b) To effectuate this purpose, the parties agree that:

(1) The Employer's contribution to the Union-sponsored plan in 1998 will be calculated as follows:

E/es FormerE/es Plan (1)	# of Participating Electing Union Plan	Projected Cost of Plan Per E/e in 1998 (2)	Projected Cost To County Assuming No Union Plan
BCBS (POS)	N1	C1	$N1 * C1$
AvMed	N2	C2	$N2 * C2$
CAC	N3	C3	$N3 * C3$
JMH	N4	C4	$N4 * C4$
	Total Participating E/ees Electing Union Plan	Total Projected Cost for Partici- pating E/es Elect- ing Union Plan	
Reconciled Cost Per Participating Employee= (Weighted Average)		Total Projected Cost for Participating E/es Electing Union Plan	
		Total Participating E/es Participating in Union Plan	

1 The insurers are those currently being used by the Employer and are subject to change. The list of insurers is intended to serve as an example of how contributions are to be calculated, not to restrict the Employer's selection of insurers.

2 Cost of plan shall include the Employer contribution for the single member premium plus any amount paid to the employee as an incentive to join the plan, as specified in Article XVII, Group Health Insurance, of the Collective Bargaining Agreement.

3 (b) (1) Continued.

The Employer contribution to the Union-sponsored plan on behalf of each employee electing the Union plan will be equal to the Reconciled Cost Per Employee, paid on a bi-weekly basis and on the same terms as such contributions are made to Employer health insurance plans; provided, however, that the first bi-weekly payment after the advance payment referred to in Paragraph 2 above, shall be equal to the difference, if any, between the amount already paid and any amount still due for that pay period.

- (2) The Employer's contribution to the Union-sponsored plan on behalf of each employee electing the Union plan for 1999 will be the 1998 Reconciled Cost Per Employee plus an adjustment for inflation in the Employer's cost of health insurance, if any. The inflation adjustment shall be the 1998-1999 rate increase in the Employer's insurance cost per employee, but in no event shall the Employer's contribution per employee to the Union-sponsored plan exceed the Employer's contribution to its POS plan per employee.

The Employer's 1998-1999 rate increase per employee shall be calculated as follows:

<u>Plan</u>	<u># of Participating E/es in Bargaining Unit in Plan as of 1998 Open Enrollment</u>	<u>\$ Increase Per E/e</u>	<u>\$ Increase to County</u>
BCBS	P1	I1	P1 * I1
AvMed	P2	I2	P2 * I2
CAC	P3	I3	P3 * I3
JMH	P4	I4	P4 * I4
<u>Total Participating E/es in Bargaining Unit</u>			<u>Total In- crease to County</u>
County Increase per Ee = $\frac{\text{Total Increase}}{\text{Total Participating E/es in Bargaining Unit}}$			

- (3) The Union shall have the right to decide whether it will offer dental/vision insurance and life insurance in addition to medical insurance. Should the Union decide to offer such insurance, it will notify the Employer of its intent to do so by July 1, of the year preceding the year in which the Union intends to offer such insurance. For example, if the Union wishes to offer life insurance in 1998, it will notify the Employer of its intent by July 1, 1997.

In calculating the Employer's contribution to the Union-sponsored plan for dental insurance, the same rate formula as for health insurance will be applied. The Employer's contribution to Union-sponsored life insurance plan shall be the same as its per employee contribution to the County's own plan. If the Union offers a dental or life insurance plan, employees electing the Union-sponsored medical plan will automatically be placed in the Union's dental and life insurance plan.

4. Employees will be allowed to switch to a different plan only during open enrollment.
5. The Union will have its plan independently audited annually in a professionally acceptable manner and provide copies of the audit to the Employer on request. The audit shall include complete paid claim information, including Diagnostic Related Groups, separated by total employees and dependents.
6. An employee shall become eligible to begin receiving Employer contributions to the Union-sponsored plan on his or her behalf at the same time and on the same conditions as the employee would be eligible to receive contributions to an Employer-sponsored plan.

7. The parties understand that nothing in this exhibit prohibits the Union from establishing or participating in a Health Trust Fund which may include two or more local bargaining units. In the event the Association does decide to establish or participate in such a Trust Fund, it will assume all responsibility for ensuring that the Trust is established and operated in accordance with all applicable federal, state, and local laws and regulations.